



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

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NEW DELHI, SATURDAY, MAY 13, 1978/VAISAKHA 23, 1900

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्यक्षेत्र प्रशासनों को छोड़कर)  
केन्द्रीय प्राधिकारियों द्वारा जारी किये गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence) by Central Authorities  
(other than the Administrations of Union Territories)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(कम्पनी कार्य विभाग)

(कम्पनी विधि बोर्ड)

आदेश

नई दिल्ली, 25 अप्रैल, 1978

MINISTRY OF LAW, JUSTICE AND COMPANY  
AFFAIRS

(Department of Company Affairs)

(Company Law Board)

ORDER

New Delhi, the 25th April, 1978

का० आ० 1327—कम्पनी विधि बोर्ड (बेच पीठ) नियम, 1975 के नियम 2(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कम्पनी विधि बोर्ड ने श्री एच० एम्० भाटिया (कम्पनी विधि बोर्ड सेवा का ग्रेड-4 अधिकारी) को 31-3-78 (पूर्वाह्न) से कथित नियमों के उद्देश्य के लिए, जम्मू व कश्मीर, हरियाणा, हिमाचल प्रदेश, पंजाब, राजस्थान, उत्तर प्रदेश व संघ प्रशासित क्षेत्र दिल्ली व चण्डीगढ़ को मिलाकर उत्तरी प्रदेश के लिये, श्री डी० पी० सैनी के स्थान पर, खण्डीत अधिकारी के पद पर नियुक्त किया है।

[आदेश सं० 3/78/का० सं० 2/1/78-सी० एल० 5]

S.O. 1327.—In exercise of the powers conferred by Rule 2(f) of the Company Law Board (Bench) Rules, 1975, the Company Law Board has appointed Shri H. S. Bhatia, (a Grade IV Officer of the Company Law Board service) as Bench Officer for the Northern Region comprising of the States of Jammu & Kashmir, Haryana, Himachal Pradesh, Punjab, Rajasthan, Uttar Pradesh and Union Territories of Delhi and Chandigarh for the purposes of the said Rules with effect from the 31st March, 1978 (fore-noon) vide Shri D. P. Saini.

[Order No. 3/78/File No. 2/1/78-CL. V]

नई दिल्ली, 8 मई, 1978

का० आ० 1328—केन्द्रीय सरकार, कंपनी अधिनियम, 1956 (1956 का 1) की धारा 81 की उपधारा (3) के खण्ड (ख) के परन्तुक के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के विधि, न्याय और कंपनी कार्य मंत्रालय (कंपनी कार्य विभाग) की अधिसूचना सं० का० आ० 2577, तारीख 30 जुलाई, 1977 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, प्रविष्टि (6) के पश्चात् निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :—

- “(7) साधारण बीमा कारबार (राष्ट्रीयकरण) अधिनियम, 1972 (1972 का 57) के अधीन स्थापित भारतीय साधारण बीमा निगम।
- (8) कंपनी अधिनियम 1956 (1956 का 1) के अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—राष्ट्रीय बीमा कंपनी लिमिटेड।
- (9) कंपनी अधिनियम, 1956 (1956 का 1) के अधीन बनाई गई रजिस्ट्रीकृत कंपनी—न्यू इण्डिया एणोरेन्स कंपनी लिमिटेड।
- (10) कंपनी अधिनियम, 1956 (1956 का 1) के अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—ओरिएण्टल अग्नि एवं साधारण बीमा कंपनी लिमिटेड।
- (11) कंपनी अधिनियम, 1956 (1956 का 1) के अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—यूनाइटेड अग्नि एवं साधारण बीमा कंपनी लिमिटेड।

[का० सं० 5/7/76-सी एल० 5]

New Delhi, the 8th May, 1978

S.O. 1328.—In exercise of the powers conferred by clause (b) of the proviso to clause (b) of sub-section (3) of section 81 of the Companies Act, 1956 (1 of 1956), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Law, Justice and Company Affairs (Department of Company Affairs) No. S.O. 2577 dated the 30th July, 1977, namely :—

In the said notification, after entry (vi), the following entries shall be inserted, namely :—

- “(vii) The General Insurance Corporation of India established under the General Insurance Business (Nationalisation) Act, 1972 (57 of 1972).
- (viii) The National Insurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956);
- (ix) The New India Assurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956);
- (x) The Oriental Fire and General Insurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956).”
- (xi) The United Fire and General Insurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956).”

[F. No. 5/7/76-CL. V]

का० आ० 1329.—केन्द्रीय सरकार, कंपनी अधिनियम 1956 (1956 का 1) की धारा 4क की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित संस्थाओं को पब्लिक वित्तीय संस्थाएं विनिश्चित करती है, अर्थात् :—

- 1 कंपनी अधिनियम, 1956 (1956 का 1) के अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—भारतीय औद्योगिक पुनर्गठन निगम लिमिटेड।
- 2 साधारण बीमा कारबार (राष्ट्रीयकरण) अधिनियम, 1972 (1972 का 57) के अधीन स्थापित भारतीय साधारण बीमा निगम।

3 कंपनी अधिनियम, 1956 (1956 का 1) के अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—राष्ट्रीय बीमा कंपनी, लिमिटेड।

4 कंपनी अधिनियम, 1956 (1956 का 1) की अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—न्यू इण्डिया एणोरेन्स कंपनी लिमिटेड।

5 कंपनी अधिनियम, 1956 (1956 का 1) के अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—ओरिएण्टल अग्नि एवं साधारण बीमा कंपनी लिमिटेड।

6 कंपनी अधिनियम, 1956 (1956 का 1) के अधीन बनाई गई और रजिस्ट्रीकृत कंपनी—यूनाइटेड अग्नि एवं साधारण बीमा कंपनी लिमिटेड।

[का० सं० 5/7/76-सी एल० 5]

ए० जी० मिरसी, उप सचिव

S.O. 1329.—In exercise of the powers conferred by sub-section (2) of section 4A of the Companies Act, 1956 (1 of 1956), the Central Government hereby specifies the following institutions to be public financial institutions, namely :—

- (1) The Industrial Reconstruction Corporation of India Limited, formed and registered under the Companies Act, 1956 (1 of 1956).
- (2) The General Insurance Corporation of India established under the General Insurance Business (Nationalisation) Act, 1972 (57 of 1972).
- (3) The National Insurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956).
- (4) The New India Assurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956).
- (5) The Oriental Fire and General Insurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956).
- (6) The United Fire and General Insurance Company Limited, formed and registered under the Companies Act, 1956 (1 of 1956).

[File No. 5/7/76-CL. V]

A. G. SIRSI, Dy. Secy.

## भारत निर्वाचन आयोग

### प्रारंभ

नई दिल्ली, 7 अप्रैल, 1978

का० आ० 1330.—यतः, निर्वाचन आयोग का समाधान हो गया है कि जून, 1977 में हुए उड़ीसा विधान सभा के लिए साधारण निर्वाचन के लिए 114 बीरम उराजपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री हरिबन्धु प्रधान, गांव और डाकखाना अंगापारा जिला धनकेनाल (उड़ीसा) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्वीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री हरिबन्धु प्रधान को संसद् के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने

जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० 76/ओ०आर०-वि०स०/114/77(2)]

आदेश से,

श्री० नागसुब्रमण्यन, सचिव

## ELECTION COMMISSION OF INDIA

### ORDER

New Delhi, the 7th April, 1978

**S.O. 1330.**—Whereas the Election Commission is satisfied that Shri Haribandhu Pradhan, Village and P. O. Angapada, District Dhenkanal (Orissa) who was a contesting candidate for election to the Orissa Legislative Assembly from 114-Birmaharajpur constituency held in June, 1977 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason for explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of Section 10A of the said Act, the Election Commission hereby declares the said Shri Haribandhu Pradhan to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this Order.

[No. 76/OR-LA/114/77(2)]

By Order,

V. NAGASUBRAMANIAN. Secy.

आदेश

नई दिल्ली, 20 अप्रैल, 1978

**का०आ० 1331**—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1977 में हुए लोक सभा के साधारण निर्वाचन के लिए 28-यवतमल निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री पांडे श्रीराम गुनाजी, स्थान 3 पोस्ट दिगराम, तहसील दरवाहा, जिला यवतमल (महाराष्ट्र) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्दीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा समय के अन्दर तथा रीति से दाखिल करने में असफल रहे हैं;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक् सूचनायें दिये जाने पर भी अपनी इस असफलता का कोई कारण अथवा स्पष्टीकरण नहीं दिया है और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री पांडे श्रीराम गुनाजी को समस्त के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० महा०/लो०स०/28/77(8)]

### ORDER

New Delhi, the 20th April, 1978

**S.O. 1331.**—Whereas the Election Commission is satisfied that Shri Pande Shriram Gunaji, at Post Digra, Tq. Darwa,

District-Yeotmal (Maharashtra) a contesting candidate for general election to the Lok Sabha held in March, 1977 from 28-Yeotmal constituency, has failed to lodge an account of his election expenses within the time and in the manner as required by the Representation of the People Act, 1951 and the Rules made thereunder;

And whereas the said candidate, even after due notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of Section 10A of the said Act, the Election Commission hereby declares the said Shri Pande Shriram Gunaji to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this Order.

[No. MT/HP/28/77(8)]

आदेश

नई दिल्ली, 12 अप्रैल, 1978

**का०आ० 1332**—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1977 में हुए लोक सभा के लिए साधारण निर्वाचन के लिए 23-नागपुर निर्वाचन-क्षेत्र में चुनाव लड़ने वाले उम्मीदवार श्री श्रीपाद लालसे चुडामनजी किसान, जगनाथ बुधवाडी, पथारबे मोहल्ला, रशामवासी, नागपुर लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्दीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा बिधि द्वारा अपेक्षित रीति से दाखिल करने में असफल रहे हैं;

और, यतः, उक्त उम्मीदवार के स्पष्टीकरण पर विचार करने के पश्चात् निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री श्रीपाद लालसे चुडामनजी किसान को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० महा०/लो०स०/23/77(7)]

आदेश से,

एस० पी० राजे, अवर सचिव

### ORDER

New Delhi, the 12th April, 1978

**S.O. 1332.**—Whereas the Election Commission is satisfied that Shri Shreepad Lalse Chudamanji Kisan, Jagnath Budhwari, Patharabe Mohalla, Rasham Oli, Nagpur (Maharashtra) a contesting candidate for general election to the Lok Sabha held in March, 1977 from 23-Nagpur constituency, has failed to lodge an account of his election expenses within manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, after considering the representation made by the said candidate, the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of Section 10A of the said Act, the Election Commission hereby declares the said Shri Shreepad Lalse Chudamanji Kisan to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative

Council of a State for a period of three years from the date of this Order.

[No. MT/HP/23/77(7)]

By Order,  
S. P. RAJE, Under Secy.

### गृह मंत्रालय

#### सार्वजनिक जांच आयोग

#### आदेश

नई दिल्ली, 3 मई, 1978

क्र० आ० 1333—सार्वजनिक जांच आयोग (जिसे इसमें आगे आयोग कहा गया है) जो भारत सरकार के गृह मंत्रालय की तारीख 11-8-1977 की अधिसूचना संख्यांक 613 (ई) द्वारा और आगे उपांतरित भारत सरकार के गृह मंत्रालय की तारीख 20 जुलाई, 1977 की अधिसूचना संख्यांक का० आ० 573 (ई) के साथ पठित भारत सरकार के गृह मंत्रालय की तारीख 30 मई, 1977 की अधिसूचना संख्यांक का० आ० 375 (ई) द्वारा जांच आयोग अधिनियम, 1952 (1952 का 60) की धारा 3 के अधीन गठित किया गया है, जांच आयोग अधिनियम, 1952 (1952 का 60) और जांच आयोग (केंद्रीय) नियम, 1972 (जिन्हें इसमें क्रमशः अधिनियम और नियम कहा गया है) की क्रमशः धारा 8 और नियम 5 के उपनियम (8) द्वारा उसे प्रवर्तन शक्तियों का तथा उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, अपने प्रक्रिया का विनियमन करने के लिए इसके द्वारा निम्नलिखित आदेश करता है :—

नामः—

- (1) इस आदेश का संक्षिप्त नाम सार्वजनिक जांच आयोग (प्रक्रिया विनियमन) संशोधन आदेश, 1978 है।
- (2) सार्वजनिक जांच आयोग (प्रक्रिया विनियमन) आदेश, 1977 के विद्यमान विनियम 32 के स्थान पर निम्नलिखित विनियम रखा जाएगा, अर्थात्—

“32. आयोग के सचिव, उप सचिव (प्रशा०) तथा सहायक सचिव को आयोग के द्वारा या उसके प्राधिकार के अधीन जारी किए गए समनों और आदेशिकाओं पर हस्ताक्षर करने के लिए नियम 4(2) व 4(6) के अधीन प्राधिकृत किया गया है”।

नई दिल्ली,

[संख्यांक 1/3/77-सी० आई० एम०]

मई 25, 1978

आयोग के आदेश से,

जे० एम० लालबाणी, सचिव

### MINISTRY OF HOME AFFAIRS

(Commission of Inquiry on Maruti Affairs)

#### ORDER

New Delhi, the 3rd May, 1978

S.O. 1333.—In exercise of the powers conferred on it by Section 8 of the Commissions of Inquiry Act, 1952 (60 of 1952) and sub-rule (8) of Rule 5 of the Commissions of Inquiry (Central) Rules, 1972 (hereinafter referred to as the Act and the Rules respectively) and all other powers enabling it, the Commission of Inquiry on Maruti Affairs constituted under section 3 of the Act by the Notification of the Government of India in the Ministry of Home Affairs No. S.O. 375(E) dated the 30th May, 1977 read with notification of the Government of India in the Ministry of Home Affairs No. S.O.

573(E) dated the 20th July, 1977 as further modified by the Ministry of Home Affairs Notification No. 613(E), dated the 11th August, 1977 (hereinafter referred to as the Commission) hereby makes the following order to regulate its procedure :—

Title :—1. This Order may be called the Commission of Inquiry on Maruti Affairs (Regulation of Procedure) Amendment Order, 1978.

2. The existing Regulation 32 of the Commission of Inquiry on Maruti Affairs (Regulation of Procedure) Order, 1977 shall be substituted by the following Regulation, namely—

“32. Secretary to the Commission, Deputy Secretary (Admn.) and Assistant Secretary have been authorised under Rules 4(2) and 4(6) to sign summons and any other process issued by or under the authority of the Commission”.

Dated New Delhi,

[No. F. 1/3/77-CIM]

25th April, 1978

By Order of the Commission,

J. M. LALVANI, Secy.

### वित्त मंत्रालय

#### (राजस्व विभाग)

नई दिल्ली, 6 फरवरी, 1978

#### आय-कर

क्र० आ० 1334.—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (v) द्वारा प्रवर्तन शक्तियों का प्रयोग करते हुए, “अरुलमीगू शंकरनारायणस्वामी मंदिर, संकरण कोइल” को निर्धारण वर्ष 1974-75 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2151/का० सं० 197/37/77-आ० क० (ए1)]

### MINISTRY OF FINANCE

#### (Department of Revenue)

New Delhi, the 6th February, 1978

#### INCOME TAX

S.O. 1334.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Arulmigu Sankaranarayanawami Temple, Sankaran-koil” for the purpose of the said section for and from the assessment year(s) 1974-75.

[No. 2115/F. No. 197/37/77-IT(AI)]

क्र० आ० 1335.—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रवर्तन शक्तियों का प्रयोग करते हुए, “पून्डी पैरिश, पून्डी” को निर्धारण वर्ष 1976-77 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2151/का० सं० 197/27/77-आ० क० (ए1)]

S.O. 1335.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Poondi Parish, Poondy” for the purpose of the said section for and from the assessment year(s) 1976-77.

[No. 2154/F. No. 197/27/77-IT(AI)]

का०आ० 1336.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “श्री सुब्रमण्या स्वामी देवस्थानम तिरुचेन्दूर” को निर्धारण वर्ष 1962-63 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2150/का०सं० 197/70/77 आ०क(ए1)]

S.O. 1336.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Shri Subramaniaswami Devasthanam, Tiruchendur” for the purpose of the said section for and from the assessment year(s) 1962-63.

[No. 2150 F. No. 197/70/77-II(AI)]

का०आ० 1337.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “अरुलमिगु थिरुमलाई कुमार स्वामी थिरुक्कोइल” को निर्धारण वर्ष 1977-78 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2162/का०सं० 197/75/77-आ०क(ए1)]

S.O. 1337.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies ‘Arulmigu Thirumalai Kumaraswami Thirukkoil’ for the purpose of the said section for and from the assessment year 1977-78.

[No. 2162 F. No. 197/75/77-IT(AI)]

का०आ० 1338.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “पीर हाजी अली दरगाह” को निर्धारण वर्ष 1966-67 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2152/का०सं० 197/168/77-आ०क(ए1)]

S.O. 1338.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Pri Haji Ali Dargah” for the purpose of the said section for and from the assessment year(s) 1966-67.

[No. 2152/F. No. 197/168/77-IT(AI)]

का०आ० 1339.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “थिरुवम्बादी देवस्वम त्रिचूर” को निर्धारण वर्ष 1972-73 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2160/का०सं० 197/42/77-आ०क०(ए1)]

S.O. 1339.—In exercise of the powers conferred by clause (v) of sub-section 23(C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Thiruvambady Devaswom, Trichur” for the purpose of the said section for and from the assessment year 1972-73.

[No. 2160/F. No. 197/42/77-IT(AI)]

का०आ० 1340.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “श्री जैन खेताम्बर भंडारतीर्थ, पावापुरी” को निर्धारण वर्ष 1975-76 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2148/का०सं० 197/93/77-आ०क(ए1)]

S.O. 1340.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Shree Jain Swetamber Bhandar Tirth, Pawapuri” for the purpose of the said section for and from the assessment year(s) 1975-76.

[No. 2148/F. No. 197/93/77-IT(AI)]

का०आ० 1341.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “दार्जिलिंग जेसुइट्स आफ नार्थ बंगाल” को निर्धारण वर्ष 1977-78 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2165/का०सं० 197/118/77-आ०क०(ए1)]

S.O. 1341.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies ‘Darjeeling Jesuits of North Bengal’ for the purpose of the said section for and from the assessment year 1977-78.

[No. 2165/F. No. 197/118/77-IT(AI)]

नई दिल्ली, 23 फरवरी, 1978.

का०आ० 1342.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “बेगूर पूर्ण न्यास डिवाना” को निर्धारण वर्ष 1977-78 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2181/का०सं० 197/108/77-आ०क०(ए1)]

New Delhi, the 23rd February, 1978

**S.O. 1342.**—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Bangur Charitable Trust, Didwana' for the purpose of the said section for and from the assessment year 1977-78.

[No. 2181/F. No. 197/108/77-IT(AI)]

नई दिल्ली, 21 मार्च, 1978

**का०आ० 1343**—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सेट जोजफ चर्च ट्रस्ट, दहोद की निर्धारण वर्ष 1977-78 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2223 (का० सं० 197/16/77-आ० क (ए1))]

New Delhi, the 21st March, 1978

**S.O. 1343.**—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act,

1961 (43 of 1961), the Central Government hereby notifies 'St. Joseph's Church Trust, Dahod' for the purpose of the said section for and from the assessment year(s) 1977-78.

[No. 2223/F. No. 197/46/77-IT(AI)]

नई दिल्ली, 29 मार्च, 1978

**का०आ० 1344**—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री सन्त जीवन सिंह कार सेवा त्रास्ट" की निर्धारण वर्ष 1974-75 के लिए और से उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 2232/का० सं० 197/21/78-आ० क (ए1)]

एम० शान्त्री, अधीक्षक सचिव

New Delhi, the 29th March, 1978

**S.O. 1344.**—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Sant Jivan Singh Kar Sewa Trust" for the purpose of the said section for and from the assessment year(s) 1974-75.

[No. 2232/F. No. 197/21/78-IT(AI)]

M. SHASTRI, Under Secy.

## भारतीय रिज़र्व बैंक

## RESERVE BANK OF INDIA

नई दिल्ली, 26 अप्रैल, 1978

New Delhi, the 26th April, 1978

**का०आ० 1335**—भारतीय रिज़र्व बैंक अधिनियम, 1934 के अनुसरण में 1977 के दिनांक 16 दिसम्बर, को समाप्त हुए सप्ताह के लिए लेखा।

**S.O. 1345.**—An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 16th day of December, 1977.

## इसू विभाग

## ISSUE DEPARTMENT

देयताएँ LIABILITIES	रुपये Rs.	रुपये Rs.	आस्तियाँ ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department . . . . .	6,48,59,000		सोने का निष्का और बुलियन Gold Coin and Bullion		
संचलन में नोट Notes in circulation . . . . .	8450,32,61,000		(क) भारत में रखा हुआ (a) Held in India . . . . .	187,80,46,000	
जारी किये गये कुल नोट Total Notes issued . . . . .		8456,81,20,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India . . . . .		
			विदेशी प्रतिभूतियाँ Foreign Securities . . . . .	1771,73,97,000	
			जोड़ Total		1959,54,43,000
			रुपये का निष्का Rupee Coin . . . . .		12,10,43,000
			भारत सरकार की रुपया प्रतिभूतियाँ Government of India Rupees Securities . . . . .		6485,16,34,000
			देशी विनियम बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange other commercial paper . . . . .		
कुल देयताएँ Total Liabilities . . . . .		8456,81,20,000	कुल आस्तियाँ Total Assets . . . . .		8456,81,20,000

ग्राह० जी० पटेल, गवर्नर  
I. G. PATEL, Governor

दिनांक :

Dated the 22nd day of December 1977

16 दिसम्बर, 1977 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण।

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 16th December, 1977.

देयताएँ LIABILITIES	रुपये Rs.	भास्तिर्याँ ASSETS	रुपये Rs.
शुक्ता पूंजी Capital Paid up . . . . .	5,00,00,000	नोट Notes . . . . .	6,48,59,000
आरक्षित निधि Reserve Fund . . . . .	150,00,00,000	रुपये का सिक्का Rupees Coin . . . . .	4,14,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund . . . . .	495,00,00,000	छोटा सिक्का Small Coin . . . . .	5,85,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund . . . . .	165,00,00,000	खरीदे और भुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund . . . . .	715,00,00,000	(क) देशी (a) Internal . . . . .	142,68,01,000
जमा राशिया :— Deposits :—		(ख) विदेशी (b) External . . . . .	..
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल (c) Government Treasury Bills . . . . .	345,84,21,000
(i) केन्द्रीय सरकार Central Government . . . . .	60,34,26,000	विदेशों में रखा हुआ ऋण* Balances Held Abroad . . . . .	1794,18,34,000
(ii) राज्य सरकार State Governments . . . . .	8,03,52,000	निवेश** Investments . . . . .	721,35,33,000
(ख) बैंक (b) Banks		ऋण और अग्रिम :— Loans and Advances to :—	
(i) अनुसूचित वाणिज्य बैंक Scheduled Commercial Banks . . . . .	1404,22,56,000	(i) केन्द्रीय सरकार को Central Government . . . . .	..
(ii) अनुसूचित राज्य सहकारी बैंक Scheduled State Co-operative Banks . . . . .	26,53,76,000	(ii) राज्य सरकारों को@@ State Governments . . . . .	214,27,64,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक Non-Scheduled State Co-operative Banks . . . . .	1,97,49,000	ऋण और अग्रिम :— Loans and Advances to :—	
(iv) अन्य बैंक Other Banks . . . . .	1,56,14,000	(i) अनुसूचित वाणिज्य बैंकों को† Scheduled Commercial Banks . . . . .	257,76,69,000
(ग) अन्य (c) Others . . . . .	1845,31,48,000	(ii) राज्य सहकारी बैंकों को†† State Co-operative Banks . . . . .	434,68,67,000
देय बिल Bills Payable . . . . .	178,14,61,000	(iii) दूसरों को Others . . . . .	5,67,00,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और अग्रिम :— (a) Loans and Advances to :—	
		(i) राज्य सरकारों को State Governments . . . . .	98,11,97,000
		(ii) राज्य सहकारी बैंकों को State Co-operative Banks . . . . .	15,84,59,000
		(iii) केन्द्रीय भूमिबंधक बैंकों को Central Land Mortgage Banks . . . . .	..
		(iv) कृषि पुनर्भित्त और विकास निधि को Agricultural Refinance and Development Corporation . . . . .	171,10,00,000
		(ख) केन्द्रीय भूमिबंधक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures . . . . .	7,99,44,000

देयताएं Liabilities	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	129,88,39,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans Advances and Investments from National Industrial Credit [(Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	577,98,39,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडो/डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	..
अन्य देयताएं Other Liabilities	805,13,21,000	अन्य आस्तियां Other Assets	937,29,78,000
रुपये Rupees	5861,27,03,000	रुपये Rupees	5861,27,03,000

नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*Includes Cash, Fixed Deposits and Short-term Securities.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से किये गये निवेश शामिल नहीं हैं।

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Credit (Long Term Operations) Fund.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि में प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को किये गए अस्थायी ओवरड्राफ्ट शामिल हैं।

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

भारतीय रिज़र्व बैंक अधिनियम की धारा 17 (4) (ग) के अधीन आणख्य बैंकों को सीमादी बिलों पर अग्रिम दिये गये 5,00,00,000 रुपये शामिल हैं।

†Includes Rs. 5,00,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

††Excluding Loans and Advances from the National Agricultural (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक :

Dated the 22nd day of December, 1977

आई० जी० पटेल, गवर्नर

I.G. PATEL, Governor  
[No. U. O. No. F. 10/2/77 BOI]



क्र० अ० 1346:—भारतीय रिज़र्व बैंक अधिनियम, 1934 के अनुसरण में 1977 के दिनांक 23 दिसम्बर को समाप्त हुए सप्ताह के लिए लेखा  
S.O. 1346.—An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 23rd day of December, 1977.

## बैंकिंग विभाग

## ISSUE DEPARTMENT

देयताएँ LIABILITIES	रुपये Rs.	रुपये Rs.	प्राप्तियाँ ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department . . . . .	7,40,50,000		सोने का सिक्का और बुलियन :— Gold Coin and Bullion		
संचलन में नोट Notes in circulation . . . . .	8350,50,35,000		(क) भारत में रखा हुआ (a) Held in India . . . . .	193,09,14,000	
जारी किये गये कुल नोट Total Notes issued . . . . .		8357,90,85,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India . . . . .	..	
			विदेशी प्रतिभूतियाँ Foreign Securities . . . . .	1766,45,29,000	
			जोड़ Total . . . . .		1959,54,43,000
			रुपये का सिक्का Rupee Coin . . . . .		13,19,31,000
			भारत सरकार की रुपया प्रतिभूतियाँ Government of India Rupee Securities . . . . .		6385,17,11,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper . . . . .		..
कुल देयताएँ Total Liabilities . . . . .		8357,90,85,000	कुल प्राप्तियाँ Total Assets . . . . .		8357,90,85,000

दिनांक 28 दिसम्बर, 1977  
Dated the 28th day of December, 1977

पी० आर नांगिया, डेपुटी गवर्नर  
P. R. NANGIA, Dy. Governor

23 दिसम्बर, 1977 को भारतीय रिज़र्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण  
Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 23rd December, 1977

देयताएँ LIABILITIES	रुपये Rs.	प्राप्तियाँ ASSETS	रुपये Rs.
मुफता पूंजी Capital Paid Up . . . . .	5,00,00,000	नोट Notes . . . . .	7,40,50,000
भारक्षित निधि Reserve Fund . . . . .	150,00,00,000	रुपये का सिक्का Rupee Coin . . . . .	6,79,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Op- erations) Fund . . . . .	495,00,00,000	छोटा सिक्का Small Coin . . . . .	4,80,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund . . . . .	165,00,00,000	खरीदे और धुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Opera- tions) Fund . . . . .	715,00,00,000	(क) देशी (a) Internal . . . . .	144,03,65,000
जमा राशियाँ :— Deposits :—		(ख) विदेशी (b) External . . . . .	..
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल (c) Government Treasury Bills . . . . .	363,96,04,000
(1) केन्द्रीय सरकार (i) Central Government . . . . .	77,02,35,000	विदेशों में रखा हुआ बकाया* Balances Held Abroad* . . . . .	1783,19,77,000
(2) राज्य सरकारें (ii) State Governments . . . . .	7,95,17,000	निवेश** Investments** . . . . .	616,10,17,000
(ख) बैंक (b) Banks		ऋण और प्रश्रम :— Loans and Advances to :—	
(1) अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks . . . . .	1474,08,55,000	(1) केन्द्रीय सरकार को (i) Central Government . . . . .	..

देयताएं Liabilities	रुपये Rs.	आस्तियां Assets	रुपये Rs.
(2) अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	25,60,03,000	(2) राज्य सरकारों को@ (ii) State Governments@	231,08,25,000
(3) गैर अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	1,94,53,000	ऋण और अग्रिम :— Loans and Advances to :—	
(4) अन्य बैंक (iv) Other Banks	1,95,58,000	(1) अनुसूचित वाणिज्य बैंकों को† (i) Scheduled Commercial Banks†	348,26,15,000
(ग) अन्य (c) Others	1856,08,22,000	(2) राज्य सहकारी बैंकों को†† (ii) State Co-operative Banks††	441,21,31,000
देय बिल Bills Payable	173,95,05,000	(3) दूसरों को (iii) Others	5,91,00,000
अन्य देयताएं Other Liabilities	738,14,69,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और अग्रिम :— (a) Loans and Advances to :—	
		(1) राज्य सरकारों को (i) State Governments	98,11,95,000
		(2) राज्य सहकारी बैंकों को (ii) State Co-operative Banks	17,24,06,000
		(3) केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	..
		(4) कृषि पुनर्वित्त और विकास निगम को (iv) Agricultural Refinance and Development Corporation	171,10,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंक के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Debentures	7,99,44,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	129,50,27,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	580,58,09,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	..
		अन्य आस्तियां Other Assets	940,91,92,000
रुपये Rupees	5886,754,17,000	रुपये Rupees	5886,74,17,000

\* नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*Includes Cash, Fixed Deposit and Short-term Securities.

\*\*राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

@Excluding Loans and Advances from the National Agricultural Credit (Long term Operations) but including temporary overdrafts to State Governments.

†भारतीय रिजर्व बैंक अधिनियम की धारा 17(4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 5,00,00,000 रुपये शामिल हैं।

†Includes Rs. 500,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक 28 दिसम्बर, 1977

Dated the 28th day of December, 1977

पी० आर० बांगिया, डेपुटी गवर्नर

P. R. NANGIA, Dy. Governor

[U. O. No. F. 10/2/77 BOI]

का० भा० 1347.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में 30 दिसम्बर, 1977 को समाप्त हुए सप्ताह के लिए लेखा

S.O. 1347.—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 30th day of December, 1977

इशू विभाग  
ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	9,73,62,000		सोने का सिक्का और बुलियन:— Gold Coin and Bullion		
संचलन में नोट Notes in circulation	8412,86,76,000		(क) भारत में रखा हुआ (a) Held in India	193,09,14,000	
जारी किये गये कुल नोट Total Notes issued		8422,60,38,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India	..	
			विदेशी प्रतिभूतियां Foreign Securities	1766,45,29,000	
			जोड़ Total		1959,54,43,000
			रुपये का सिक्का Rupee Coin		12,88,75,000
			भारत सरकार की रुपये प्रतिभूतियां Government of India Rupee Securities		6450,17,20,000
			देशी विनिमय बिल और दूसरे बाणिज्य-पत्र Internal Bills of Exchange and other commercial paper		..
कुल देयताएं Total Liabilities		8422,60,38,000	कुल आस्तियां Total Assets		8422,60,38,000

दिनांक 4 जनवरी 1978

Dated the 4th day of January 1978

आई० जी० पटेल, गवर्नर

I. G. PATEL Governor

30 दिसम्बर, 1977 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण

STATEMENT OF THE AFFAIRS OF THE RESERVE BANK OF INDIA, BANKING DEPARTMENT  
as on the 30th December 1977

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
मुक्ता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	9,73,62,000
आरक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	6,76,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	495,00,00,000	छोटा सिक्का Small Coin	4,93,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	165,00,00,000	खरीदे और धुनाये गये बिल:— Bills Purchased and Discounted:—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund	715,00,00,000	(क) देशी (a) Internal	144,34,98,000

देयताएं LIABILITIES	रुपए Rs.	आस्तियां ASSETS	रुपए Rs.
जमा राशियां:— Deposits:—		(ख) विदेशी (b) External	..
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	363,96,04,000
केन्द्रीय सरकार (i) Central Government	63,84,29,000	विदेशों में रखा हुआ बकाया* Balances Held Abroad*	1783,19,77,000
राज्य सरकारें (ii) State Governments	7,04,75,000	निवेश** Investments**	551,10,17,000
(ख) बैंक (b) Banks		ऋण और अग्रिम:— Loans and Advances to:—	
अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	1447,80,29,000	केन्द्रीय सरकार को (i) Central Government	..
अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	27,04,18,000	राज्य सरकारों को@ (ii) State Governments @	231,08,25,000
गैर-अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	1,94,53,000	ऋण और अग्रिम:— Loans and Advances to:—	
अन्य बैंक (iv) Other Banks	1,90,16,000	अनुसूचित वाणिज्य बैंकों को† (i) Scheduled Commercial Banks†	346,37,63,000
(ग) अन्य (c) Others	1855,22,01,000	राज्य सहकारी बैंकों को†† (ii) State Co-operative Banks††	451,51,91,000
देय बिल Bills Payable	170,52,38,000	दूसरों को (iii) Others	5,96,00,000
अन्य देयताएं Other Liabilities	744,24,16,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और अग्रिम :— (a) Loans and Advances to:—	
		राज्य सरकारों को (i) State Governments	98,11,84,000
		राज्य सहकारी बैंकों को (ii) State Co-operative Banks	19,53,25,000
		केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	..
		कृषि पुनर्बल और विकास निगम को (iv) Agricultural Refinance and Development Corporation	171,10,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	7,99,44,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	129,18,91,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	580,58,09,000

देयताएं LIABILITIES	रुपये Rs.	हटये Rs.	आस्तियां ASSETS	रुपये Rs.	रुपये Rs.
			(ख) विकास बैंक द्वारा जारी किये गये बांडो/डिबेंचरों में निवेश		
			(b) Investment in bonds/debentures issued by the Development Bank		
			अन्य आस्तियां Other Assets		955,65,16,000
				रुपये Rupees	5849,56,75,000

\*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*Includes Cash, Fixed Deposits and Short-term Securities.

\*\*राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

\*\* Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund

(ii) राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

(c) Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†भारतीय रिजर्व बैंक अधिनियम की धारा 17(4)(ग) के अधीन अनुसूचित वाणिज्य बैंकों को मीयादी बिलों पर अग्रिम दिये गये—रुपये शामिल हैं।

†Includes Rs. 5,00,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

‡राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक : 4 जनवरी 1978

Dated the 4th day of January 1978

आई० जी० पटेल, गवर्नर

I. G. PATEL Governor

[U.D. No. F. 10/2/77-BOI]

का० भा० 1348.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में 1978 के दिनांक 6 जनवरी, को समाप्त हुए सप्ताह

के लिए लेखा

S.O. 1348 :—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 6th day of January, 1978

#### हथू विभाग ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	14,71,70,000		सोने का सिक्का और बुलियन:— Gold Coin and Bullion		
संचलन में नोट Notes in circulation	8472,73,87,000		(क) भारत में रखा हुआ (a) Held in India	193,09,14,000	
जारी किये गये कुल नोट Total Notes issued		8487,45,57,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India	..	
			विदेशी प्रतिभूतियां Foreign Securities	1766,45,29,000	
			जोड़ Total		1959,54,43,000
			रुपये का सिक्का Rupee Coin		12,73,51,000
			भारत सरकार की रुपया प्रतिभूतियां Government of India Rupee Securities		6515,17,63,000
			बेसी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper		..
कुल देयताएं Total Liabilities		8487,45,57,000	कुल आस्तियां Total Assets		8487,45,57,000

दिनांक 11 जनवरी, 1978

Dated the 11th day of January 1978

आई० जी० पटेल गवर्नर

G. I. PATEL Governor

6 जनवरी, 1978 को भारतीय रिजर्व बैंकिंग विभाग के कार्यकलाप का विवरण

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 6th January 1978

देयताएं LIABILITIES	रुपये Rs.	आस्तिियां ASSETS	रुपये Rs.
चुकता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	14,71,70,000
प्रारक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	5,62,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	495,00,00,000	छोटा सिक्का Small Coin	5,12,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	165,00,00,000	खरीदे और भुनाये गये बिल Bills Purchased and Discounted: -	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund	715,00,00,000	(क) देशी (a) Internal	133,07,11,000
जमा राशियां Deposits:—		(ख) विदेशी (b) External	..
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	245,69,77,000
केन्द्रीय सरकार (i) Central Government	105,69,42,000	विदेशों में रखा हुआ बकाया* Balance Held Abroad*	1745,79,85,000
राज्य सरकारें (ii) State Governments	14,06,06,000	निवेश** Investments**	750,44,43,000
(ख) बैंक (b) Banks		ऋण और अग्रिम:— Loans and Advances to: -	
अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	1752,36,73,000	केन्द्रीय सरकार को (i) Central Government	..
अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	32,12,62,000	राज्य सरकारों को (d) (ii) State Governments (d)	246,71,65,000
गैर अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	1,95,53,000	ऋण और अग्रिम:— Loans and Advances to: -	
अन्य बैंक (iv) Other Banks	2,24,63,000	अनुसूचित वाणिज्य बैंकों को† (i) Scheduled Commercial Banks†	621,83,72,000
(ग) अन्य (c) Others	1854,40,99,000	राज्य सहकारी बैंकों को‡ (ii) State Co-operative Banks‡	458,61,36,000
देय बिल Bills Payable	168,26,05,000	दूसरों को (iii) Others	3,22,00,000
अन्य देयताएं Other Liabilities	798,35,53,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और अग्रिम:— (a) Loans and Advances to:—	
		राज्य सरकारों को (i) State Governments	98,11,55,000
		राज्य सहकारी बैंकों को (ii) State Co-operative Banks	22,59,84,000
		केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	..
		कृषि पुनर्वित्त और विकास निगम को (iv) Agricultural Refinance and Development Corporation	170,94,50,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	7,99,44,000

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	128,90,95,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	604,77,69,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	..
		अन्य आस्तियां Other Assets	1005,91,26,000
रुपये Rupees	6259,47,56,000	रुपये Rupees	6259,57,56,000

\*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*Includes Cash, Fixed Deposits and Short-term Securities.

\*\*राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†भारतीय रिजर्व बैंक अधिनियम की धारा 17(4)(ग) के अधीन अनुमूचित वाणिज्य बैंकों को मीयावी बिलों पर अग्रिम दिये गये 6,30,00,000 रुपये शामिल हैं।

†Includes Rs 6,30,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

‡राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक 11 जनवरी, 1978

Dated the 11th day of January, 1978

आई० जी० पटेल, गवर्नर

I. G. PATEL, Governor

[U. O. No. F. 10/27-BOI]

का० भा० 1349.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में 1978 के दिनांक 13 जनवरी को समाप्त हुए सप्ताह के लिए लेखा।

S. O. 1349.—An Account pursuant to the RESERVE BANK OF INDIA, ACT, 1934 for the week ended the 13th day of January, 1978

#### इस विभाग ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	9,92,89,000		सोने का सिक्का और बुलियन:— Gold Coin and Bullion		
संचलन में नोट Notes in circulation	8508,03,07,000		(क) भारत में रखा हुआ (a) Held in India	193,09,14,000	
			(ख) भारत के बाहर रखा हुआ (b) Held outside India	..	
जारी किये गये कुल नोट Total Notes issued		8517,95,96,000	विदेशी प्रतिभूतियां Foreign Securities	1766,45,29,000	
कुल देयताएं Total Liabilities		8517,95,96,000	जोड़ Total		1959,54,43,000

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
		रुपये का सिक्का Rupee Coin	13,24,41,000
		भारत सरकार की रुपया प्रतिभूतिया Government of India Rupee Securities	6545,17,12,000
		देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper	..
कुल देयताएं Total Liabilities	8517,95,96,000	कुल आस्तियां Total Assets	8517,95,96,000

दिनांक : 18 जनवरी, 1978  
Dated the 18th day of January 1978

आई० जी० पटेल, गवर्नर  
I.G. PATEL, Governor

.....19 को भारतीय रिज़र्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण  
STATEMENT OF THE AFFAIRS OF THE RESERVE BANK OF INDIA, BANKING DEPARTMENT

as on the 13th January, 1978

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
चुक्ता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	9,92,89,000
आरक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	5,90,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	495,00,00,000	छोटा सिक्का Small Coin	5,76,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	165,00,00,000	खरीदे और भुनाये गये बिल Bills Purchased and Discounted:—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund	715,00,00,000	(क) देशी (a) Internal	136,79,47,000
जमा राशियाँ:— Deposits:—		(ख) विदेशी (b) External	..
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	271,16,10,000
केन्द्रीय सरकार (i) Central Government	68,69,17,000	विदेशों में रखा हुआ बकाया* Balances Held Abroad*	1796,16,20,000
राज्य सरकारें (ii) State Governments	13,16,40,000	निवेश** Investments**	882,54,48,000
(ख) बैंक (b) Banks		ऋण और अधिमः— Loans and Advances to:—	
अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	1774,95,84,000	केन्द्रीय सरकार को (i) Central Government	..
अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	27,75,71,000	राज्य सरकारों को@ (ii) State Governments@	244,83,63,000
गैर अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	1,97,33,000	ऋण और अधिमः— Loans and Advances to:—	
अन्य बैंक (iv) Other Banks	2,71,39,000	अनुसूचित वाणिज्य बैंकों को† (i) Scheduled Commercial Banks†	586,30,43,000
(ग) अन्य (c) Others	1842,76,93,000	राज्य सहकारी बैंकों को†† (ii) State Co-operative Banks††	456,20,78,000
देय बिल Bills Payable	176,13,24,000	दूसरों को (iii) Others	2,17,00,000



देयताएं Liabilities	रुपये Rs.	प्रास्तियां Assets	रुपये Rs.
अन्य देयताएं Other Liabilities	920,74,37,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और अग्रिम:— (a) Loans and Advances to:—	
		राज्य सरकारों को (i) State Governments	97,94,09,000
		राज्य सहकारी बैंकों को (ii) State Co-operative Banks	22,59,46,000
		केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	..
		कृषि पुनर्वित्त और विकास निगम को (iv) Agricultural Refinance and Deve- lopment Corporation	170,94,50,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	7,99,44,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agri- cultural credit (Stabilisation) Fund	
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	128,59,68,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Deve- lopment Bank	604,77,69,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	..
		अन्य प्रास्तियां Other Assets	939,82,88,000
	रुपये Rupees		रुपये Rupees
	6358,90,38,000		6358,90,38,000

गकदी, आबधिक जमा और अल्पकालीन प्रतिभूतिया शामिल हैं।

\*Includes Cash, Fixed Deposits and Short-term Securities.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

भारतीय रिजर्व बैंक अधिनियम की धारा 17 (4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मीयादी बिलों पर अग्रिम दिये गये 5,00,00,000 रुपये शामिल हैं।

†Includes Rs. 5,00,00,000 advances to scheduled commercial banks against usance bills under Section 17 (4) (c) of the Reserve Bank of India Act.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक 18 जनवरी, 1978

Dated the 18th day of January, 1978

100 GI/78—3

आई. जी. पटेल, गवर्नर

I. G. Patel, Governor

[NQ No. F-10/2/77—BOI]

क्र० बा० 1350.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में 1978 के दिनांक 20 जनवरी को समाप्त हुए सप्ताह के लिए लेखा  
S.O. 1350.—An account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 20th day of January, 1978.

इशू विभाग  
ISSUE DEPARTMENT

देयताएँ LIABILITIES	रुपये Rs.	रुपये Rs.	भास्तियाँ ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department . . . . .	13,23,03,000		सोने का सिक्का और बुलियन — Gold Coin and Bullion		
संचलन में नोट Notes in circulation . . . . .	8440,89,72,000		(क) भारत में रखा हुआ (a) Held in India . . . . .	193,09,14,000	
जारी किये गये कुल नोट Total Notes issued . . . . .		8454,12,75,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India . . . . .	..	
			विदेशी प्रतिभूतियाँ Foreign Securities . . . . .	1766,45,29,000	
			जोड़ Total . . . . .		1959,54,43,000
			रुपये का सिक्का Rupee Coin . . . . .		14,41,03,000
			भारत सरकार की रुपया प्रतिभूतियाँ Government of India Rupee Securities		
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper . . . . .		6480,17,29,000
कुल देयताएँ Total Liabilities . . . . .		8454,12,75,000	कुल भास्तियाँ Total Assets . . . . .		8454,12,75,000

दिनांक : 25 जनवरी, 1978

Dated the 25th day of January, 1978

आई० जी० पटेल, गवर्नर

I. G. PATEL, Governor

20 जनवरी, 1978 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण  
Statement of Affairs of the Reserve Bank of India, Banking Department as on 20th January, 1978

देयताएँ LIABILITIES	रुपये Rs.	भास्तियाँ ASSETS	रुपये Rs.
चुकाता पूंजी Capital Paid Up . . . . .	5,00,00,000	नोट Notes . . . . .	13,23,03,000
भारक्षित निधि Reserve Fund . . . . .	150,00,00,000	रुपये का सिक्का Rupee Coin . . . . .	5,81,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund . . . . .	495,00,00,000	छोटा सिक्का Small Coin . . . . .	5,77,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund . . . . .	165,00,00,000	खरीदे और घुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Opera- tions) Fund . . . . .	715,00,00,000	(क) देशी (a) Internal . . . . .	145,09,85,000
		(ख) विदेशी (b) External . . . . .	..
		(ग) सरकारी खजाना बिल (c) Government Treasury Bills . . . . .	301,90,71,000
जमा राशियाँ — Deposits :— . . . . .		विदेशों में रखा हुआ बकाया Balances Held Abroad* . . . . .	1825,55,23,000
(क) सरकारी (a) Government . . . . .		निवेश Investments** . . . . .	761,26,07,000
केन्द्रीय सरकार (i) Central Government . . . . .	124,78,78,000	ऋण और अधिम — Loans and Advances to :—	
राज्य सरकारें (ii) State Governments . . . . .	3,00,39,000	केन्द्रीय सरकार को (i) Central Government . . . . .	..
		राज्य सरकारों को (ii) State Governments@ . . . . .	271,95,58,000

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
(ख) बैंक		ऋण और अधिम —	
(b) Banks . . . . .		Loans and Advances to :—	
अनुसूचित वाणिज्य बैंक		अनुसूचित वाणिज्य बैंकों को	
(i) Scheduled Commercial Banks . . . . .	1819,57,14,000	(i) Scheduled Commercial Banks† . . . . .	546,56,45,000
अनुसूचित राज्य सहकारी बैंक		राज्य सहकारी बैंकों को	
(ii) Scheduled State Co-operative Banks . . . . .	26,31,60,000	(ii) State Co-operative Banks†† . . . . .	453,57,94,000
गैर अनुसूचित राज्य सहकारी बैंक		दूसरों को	
(iii) Non-Scheduled State Co-operative Banks . . . . .	1,97,47,000	(iii) Others . . . . .	1,74,00,000
अन्य बैंक		राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से	
(iv) Other Banks . . . . .	2,78,20,000	ऋण, अधिम और निवेश	
(ग) अन्य		Loans, Advances and Investments from Na-	
(c) Others . . . . .	1822,34,21,000	tional Agricultural Credit (Long Term	
देय बिल		Operations) Fund . . . . .	
Bills Payable . . . . .	161,08,65,000	(क) ऋण और अधिम —	
अन्य देयताएं		(a) Loans and Advances to :—	
Other Liabilities . . . . .	835,67,80,000	राज्य सरकारों को	
		(i) State Governments . . . . .	97,93,49,000
		राज्य सहकारी बैंकों को	
		(ii) State Co-operative Banks . . . . .	22,38,69,000
		केन्द्रीय भूमिबन्धक बैंकों को	
		(iii) Central Land Mortgage Banks . . . . .	..
		कृषि पुनर्वित्त और विकास निगम को	
		(iv) Agricultural Refinance and Development	
		Corporation . . . . .	170,94,50,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश	
		(b) Investment in Central Land Mortgage	
		Bank Debentures . . . . .	7,99,44,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अधिम	
		Loans and Advances from National Agricul-	
		tural Credit (Stabilisation) Fund . . . . .	
		राज्य सहकारी बैंकों को ऋण और अधिम	
		Loans and Advances to State Co-operative	
		Banks . . . . .	128,20,96,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से	
		ऋण, अधिम और निवेश	
		Loans, Advances and Investments from Na-	
		tional Industrial Credit (Long Term Opera-	
		tions) Fund . . . . .	
		(क) विकास बैंक को ऋण और अधिम	
		(a) Loans and Advances to the Development	
		Bank . . . . .	604,77,69,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में	
		निवेश	
		(b) Investment in bonds/debentures issued by	
		the Development Bank . . . . .	..
		अन्य आस्तियां	
		Other Assets . . . . .	974,29,03,000
रुपये		रुपये	
Rupees . . . . .	6327,54,24,000	Rupees . . . . .	6327,54,24,000

नकदी, प्रावधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*Includes Cash, Fixed Deposits and Short-term Securities.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रवर्त ऋण और अधिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

@Excluding Loans and Advances from the National Agriculture Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

भारतीय रिजर्व बैंक अधिनियम की धारा 17(4)(ग) के अधीन अनुसूचित वाणिज्य बैंकों को मोयादी बिलों पर अधिम दिये गये 500,00,000 रुपये शामिल हैं।

†Includes Rs. 5,00,00,000/- advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रवर्त ऋण और अधिम शामिल नहीं हैं।

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

[No. F. 10/2/77-B.O.I.]

दिनांक 25 जनवरी 1978

Dated the 25th Day of January 1978.

आई. जी. पटेल, गवर्नर/

I. G. PATEL, Governor.

[No. F. 10/2/77—BOI]

का० प्रा० 1351.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में 1978 के दिनांक 27 जनवरी को समाप्त हुए सप्ताह के लिए लेखा  
S.O. 1351.—An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 27th day of January, 1978.

इस विभाग  
ISSUE DEPARTMENT

देयताएँ LIABILITIES	रुपये Rs.	रुपये Rs.	अस्तित्व ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department . . . . .	18,05,50,000		सोने का सिक्का और बुलियन Gold Coin and Bullion :—		
संचलन में नोट Notes in circulation . . . . .	8301,87,98,000		(क) भारत में रखा हुआ (a) Held in India . . . . .	193,09,14,000	
जारी किये गये कुल नोट Total Notes Issued . . . . .		8319,93,48,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India . . . . .		
			विदेशी प्रतिभूतियाँ Foreign Securities . . . . .	1766,45,29,000	
			जोड़ Total . . . . .		1959,54,43,000
			रुपये का सिक्का Rupee Coin . . . . .		15,21,49,000
			भारत सरकार की रुपया प्रतिभूतियाँ Government of India Rupee Securities . . . . .		6345,17,56,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper . . . . .		
कुल देयताएँ Total Liabilities . . . . .		8319,93,48,000	कुल अस्तित्व Total Assets . . . . .		8319,93,48,000

दिनांक 1 फरवरी, 1978  
Dated the 1st day of February, 1978.

आई० जी० पटेल गवर्नर  
I. G. PATEL, Governor

27 जनवरी 1978 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण  
Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 27th January 1978

देयताएँ LIABILITIES	रुपये Rs.	अस्तित्व ASSETS	रुपये Rs.
मुक्ता पूंजी Capital Paid Up . . . . .	5,00,00,000	नोट Notes . . . . .	18,05,50,000
भारक्षित निधि Reserve Fund . . . . .	150,00,00,000	रुपये का सिक्का Rupee Coin . . . . .	5,74,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund . . . . .	495,00,00,000	छोटा सिक्का Small Coin . . . . .	4,95,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund . . . . .	165,00,00,000	खरीदे और घुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Opera- tions) Fund . . . . .	715,00,00,000	(क) देशी (a) Internal . . . . .	145,35,29,000
जमा राशियाँ :— Deposits :—		(ख) विदेशी (b) External . . . . .	
(क) सरकारी (a) Government . . . . .		(ग) सरकारी खजाना बिल (c) Government Treasury Bills . . . . .	289,38,48,000
केन्द्रीय सरकार (i) Central Government . . . . .	82,62,58,000	विदेशों में रखा हुआ बाकाया Balances Held Abroad . . . . .	1845,09,04,000
राज्य सरकारें (ii) State Governments . . . . .	5,92,31,000	निवेश Investments** . . . . .	3,70,72,000
		ऋण और प्रयम :— Loans and Advances to :—	
		केन्द्रीय सरकार को (i) Central Government . . . . .	
		राज्य सरकारों को (ii) State Governments@ . . . . .	262,60,89,000

देयताएँ LIABILITIES	रुपये Rs.	अस्तित्व ASSETS	रुपये Rs.
(ख) बैंक		ऋण और अग्रिम :—	
(b) Banks		Loans and Advances to :—	
अनुसूचित वाणिज्य बैंक		अनुसूचित वाणिज्य बैंकों को	
(i) Scheduled Commercial Banks . . . . .	1755,94,17,000	(i) Scheduled Commercial Banks† . . . . .	267,86,45,000
अनुसूचित राज्य सहकारी बैंक		राज्य सहकारी बैंकों को	
(ii) Scheduled State Co-operative Banks . . . . .	26,57,84,000	(ii) State Co-operative Banks‡ . . . . .	28,20,05,000
गैर अनुसूचित राज्य सहकारी बैंक		दूसरों को	
(iii) Non-scheduled State Co-operative Banks . . . . .	2,06,00,000	(iii) Others . . . . .	2,10,00,000
अन्य बैंक			
(iv) Other Banks . . . . .	2,46,17,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम	
(ग) अन्य		और निवेश	
(c) Others . . . . .	1828,80,81,000	Loans, Advances and Investments from Na-	
देय बिल		tional Agricultural Credit (Long Term	
Bills Payable . . . . .	172,59,46,000	Operations) Fund . . . . .	..
अन्य देयताएँ		(क) ऋण और अग्रिम :—	
Other Liabilities . . . . .	845,87,56,000	(a) Loans and Advances to :—	
		राज्य सरकारों को	
		(i) State Governments . . . . .	97,93,49,000
		राज्य सहकारी बैंकों को	
		(ii) State Co-operative Banks . . . . .	21,59,71,000
		केन्द्रीय भूमिबन्धक बैंकों को	
		(iii) Central Land Mortgage Banks . . . . .	..
		कृषि पुनर्वित्त और विकास निगम को	
		(iv) Agricultural Refinance and Development	
		Corporation . . . . .	170,94,50,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश	
		(b) Investment in Central Land Mortgage Bank	
		Debentures . . . . .	7,99,44,000
		राष्ट्रीय कृषि ऋण (स्थिरकरण) निधि से ऋण और अग्रिम	
		Loans and Advances from National Agricul-	
		tural Credit (Stabilisation) Fund . . . . .	..
		राज्य सहकारी बैंकों को ऋण और अग्रिम	
		Loans and Advances to State Co-operative	
		Banks . . . . .	127,96,45,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण	
		अग्रिम और निवेश	
		Loans, Advances and Investments from Na-	
		tional Industrial Credit (Long Term Opera-	
		tions) Fund . . . . .	..
		(क) विकास बैंक को ऋण और अग्रिम	
		(a) Loans and Advances to the Development	
		Bank . . . . .	604,82,69,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश	
		(b) Investment in bonds/debentures issued	
		by the Development Bank . . . . .	..
		अन्य अस्तित्व	
		Other Assets . . . . .	1119,13,71,000
रुपये		रुपये	
Rupees . . . . .	6252,86,90,000	Rupees . . . . .	6252,86,60,000

\*नकदी, धावधिक जमा और अल्पकालीन प्रतिभूतियाँ शामिल हैं।

\*Includes Cash, Fixed Deposits and Short-term Securities.

\*\*राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रदत्त ऋण और अधिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†भारतीय रिजर्व बैंक अधिनियम की धारा 17(4)(ग) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अधिम दिये गये 5,00,00,000 रुपये शामिल हैं।

†Includes Rs. 5,00,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

‡राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अधिम शामिल नहीं हैं।

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक

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Dated the 1st day of February 1978.

आई० जी० पटेल, गवर्नर

I. G. PATEL, Governor

[U. O. No. F. 10/2/77-BQI]

च० व० मीरचन्दानी, प्रवर सचिव

C. W. MIRCHANDANI, Under Secy.

### (व्यय विभाग)

नई दिल्ली, 22 अप्रैल, 1978

का० आ० 1352:—राष्ट्रपति, संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखा परीक्षा और लेखाविभागों में सेवारत व्यक्तियों की बाबत नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात् सामान्य भविष्य निधि (केन्द्रीय सेवा) नियम, 1960 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) इन नियमों का नाम सामान्य भविष्य निधि (केन्द्रीय सेवा) पांचवां संशोधन नियम, 1978 है।

(2) ये जनवरी, 1975 को प्रवृत्त समझे जाएंगे।

2. सामान्य भविष्य निधि (केन्द्रीय सेवा) नियम, 1960 में, नियम 33-क, में, खण्ड (क) के पश्चात् निम्नलिखित खण्ड अन्तर्लिखित किया जाएगा, अर्थात्:—

“परन्तु यदि ऐसे अधिवाता की मृत्यु 1 फरवरी, 1978 से पूर्व हो जाती है तो इस खण्ड की कोई बात लागू नहीं होगी।”

व्याख्यात्मक शापन

सामान्य भविष्य निधि (केन्द्रीय सेवा) नियम, 1960 के नियम 33-क को तारीख 8 जनवरी, 1975 से भूतलक्षी प्रभाव देकर संशोधित किया जा रहा है, क्योंकि यह नियम इसी तारीख को प्रवृत्त हुआ था। इस नियम के संशोधन को भूतलक्षी प्रभाव देने के फलस्वरूप किसी भी अधिकारी पर कोई प्रभाव पड़ने की संभावना नहीं है।

[सं० फा० 13(7)-ई०(बी०)/77-जी०पी०एफ०]

### (Department of Expenditure)

New Delhi, the 22nd April, 1978

S.O. 1352.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President after consultation with the Comptroller and Auditor General in relation to the persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. (1) These rules may be called the General Provident Fund (Central Services) Fifth Amendment Rules, 1978.

(2) They shall be deemed to have come into force on the 8th of January, 1975.

2. In the General Provident Fund (Central Services) Rules, 1960, in rule 33-A, after clause (a), the following proviso shall be inserted, namely:—

“Provided that nothing in this clause shall apply if the death of such subscriber occurs before the 1st day of February, 1978”.

### EXPLANATORY MEMORANDUM

Rule 33-A of the General Provident Fund (Central Services) Rules, 1960 is being amended retrospectively with effect from 8th January, 1975, as the rule came into force on the same day. No officer is likely to be adversely affected by this retrospective amendment to the rule.

[No. F. 13(7)-EV(B)/77-GPF]

का०आ० 1353:—राष्ट्रपति, संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखा परीक्षा और लेखा विभागों में सेवारत व्यक्तियों की बाबत नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात् ग्रंथदायी भविष्य निधि नियम (भारत) 1962 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) इन नियमों का नाम ग्रंथदायी भविष्य निधि (भारत) चौथा संशोधन नियम 1978 है।

(2) ये 8 जनवरी, 1975 को प्रवृत्त हुए समझे जाएंगे।

2. ग्रंथदायी भविष्य निधि नियम (भारत) 1962 में नियम 35-क में, खण्ड (क) के पश्चात् निम्नलिखित खण्ड अन्तर्लिखित किया जाएगा, अर्थात्:—

“परन्तु यदि ऐसे अधिवाता की मृत्यु 1 फरवरी, 1978 से पूर्व हो जाती है तो इस खण्ड की कोई बात लागू नहीं होगी।”

व्याख्यात्मक शापन

ग्रंथदायी भविष्य निधि नियम (भारत) 1962 के नियम 35-क, को तारीख 8 जनवरी, 1975 को भूतलक्षी प्रभाव देकर संशोधित किया जा रहा है; क्योंकि यह नियम इसी तारीख को प्रवृत्त हुआ था। इस नियम के संशोधन को भूतलक्षी प्रभाव देने के फलस्वरूप किसी भी अधिकारी पर कोई प्रतिकूल प्रभाव पड़ने की संभावना नहीं है।

[सं० फा० 13(7)-ई०(बी०)/77-सी०पी०एफ०]

ज० न० कोल, प्रवर सचिव

S.O. 1353.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the Contributory Provident Fund Rules, (India), 1962, namely:—

1. (1) These rules may be called the Contributory Provident Fund (India) Fourth Amendment Rules, 1978.

(2) They shall be deemed to have come into force on the 8th January, 1975.

2. In the Contributory Provident Fund Rules (India), 1962 in rule 35-A, after clause (a), the following proviso shall be inserted, namely :—

"Provided that nothing in this clause shall apply if the death of such subscriber occurs before the 1st day of February, 1978".

#### EXPLANATORY MEMORANDUM

Rule 35-A of the Contributory Provident Fund Rules (India), 1962 is being amended retrospectively with effect from the 8th January, 1975, as the rule came into force on the same day. No officer is likely to be adversely affected by this retrospective amendment to the rules.

[No. F. 13(7)-EV(B)/77-CPF]

J. N. KAUL, Under Secy.

(राजस्व विभाग)

कार्यालय आयकर आयुक्त

लखनऊ, 27 मार्च, 1978

क्र०आ० 1354.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में आयकर विभाग लखनऊ को, जिसके कर्मचारीकुन्द ने हिन्दी का कार्यमाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं० 38/सी०सं० 358/76(हिन्दी)/119]

एस० के० लाल, आयकर आयुक्त

(Revenue Department)

(Office of the Income Tax)

Lucknow, the 27th March, 1978

S.O. 1354.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 the Central Government hereby notifies the Income Tax Department, Lucknow the staff whereof have acquired the working knowledge of Hindi.

[No. 38/C. No. 358/76(H)/185]

S. K. LALL, Commissioner of Income-tax.

#### वाणिज्य मंत्रालय

नई दिल्ली, 19 अप्रैल, 1978

क्र०आ० 1353.—भारतीय व्यापार मेला प्राधिकरण की संस्था अन्तर्निवेशनी के अनुच्छेद 59(2) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपति, श्री ए०एस० सेठी, निदेशक, वाणिज्य मंत्रालय, नई दिल्ली को 13 फरवरी, 1978 से भारतीय व्यापार मेला प्राधिकरण के अंशकारी निदेशक के रूप में नियुक्त करते हैं।

[सं० 7/78(1/1/77)]

एम०पी० श्रीवास्तव, अवर सचिव

#### MINISTRY OF COMMERCE

New Delhi, the 19th April, 1978

S.O. 1355.—In exercise of the powers conferred under Article 59(2) of the Articles of Association of the Trade Fair Authority of India, New Delhi, the President is pleased to appoint Shri A. S. Sethi, Director, Ministry of Commerce, New Delhi as part time Director of the Trade Fair Authority of India, New Delhi, with effect from 13th February, 1978.

[No. 7/78(1/1/77)]

M. P. SRIVASTVA, Under Secy.

New Delhi, the 13th May, 1978

#### CORRIGENDUM

S.O. 1356.—In the Notification of the Government of India in the Ministry of Commerce No. S.O. 675 dated the 4th March, 1978, published at pages 689-690 of the Gazette of India, Part II, Section 3-Sub-section (ii) dated the 4th March, 1978 for "Shri Adiya Shankar Misra" read "Shri Adya Shanker Misra".

[No. 12(24)/73-EI&EP]

K. V. BALASBRAMANIAM, Dy. Director.

#### वाणिज्य, नागरिक पूर्ति और सहकारिता मंत्रालय

(नागरिक पूर्ति और सहकारिता विभाग)

नई दिल्ली, 28 अप्रैल, 1978

क्र० आ० 1357.—केन्द्रीय सरकार, अग्रिम संधिवा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन सैन्ट्रल इण्डिया काउन् एसोसिएशन लिमिटेड, उज्जैन, द्वारा मान्यता के नवीकरण के लिये किये गये आवेदन पर बायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एसोसिएशन को कपास की अग्रिम संधिवाओं के बारे में, 16 अप्रैल 1978 से 15 अप्रैल 1979 तक (जिसमें ये दोनों दिन भी सम्मिलित हैं) को एक वर्ष की अतिरिक्त कक्षाध धि के लिए मान्यता प्रदान करती है।

2. एतद्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त एसोसिएशन ऐसे निर्वेशों का अनुपालन करेगा जो बायदा बाजार आयोग द्वारा समय समय पर दिए जाएं।

[मिसिल संख्या 12 (7)-आर०टी० 78]

बी० ओनिवासन, उप सचिव

**MINISTRY OF COMMERCE, CIVIL SUPPLIES AND  
COOPERATION**

(Department of Civil Supplies and Cooperation)

New Delhi, the 28th April, 1978

**S.O. 1357.**—The Central Government, having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), by the Central India Cotton Association Ltd., Ujjain, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by the Section 6 of the said Act, recognition to the said Association for a further period of one year from the 16th April, 1978 to the 15th April, 1979 (both days inclusive), in respect of forward contracts in cotton.

2. The recognition hereby granted is subject to the condition that the said Association shall comply with such conditions as may, from time to time, be given by the Forward Markets Commission.

[F. No. 12(7)-IT/78]

V. SRINIVASAN, Dy. Secy.

**उद्योग मंत्रालय**

(औद्योगिक विकास विभाग)

नई दिल्ली, 28 अप्रैल, 1978

**क्र० आ० 1358.**—कमिटि सरकार को प्रत्यावर्तन हो जाने पर श्री जे० अलकजैन्डर, आई० ए० एस० (कमिटि : 63) ने 10 मार्च, 1978 के अपराह्न से कायर बोर्ड, एरणाकुलम के अध्यक्ष के पद का कार्यभार छोड़ दिया।

[सं० 13(3)/75-आई० सी० सी०]

योगेश चन्द्र, निदेशक

**MINISTRY OF INDUSTRY**

(Department of Industrial Development)

New Delhi, the 28th April, 1978

**S.O. 1358.**—On his reversion to the Government of Karnataka, Shri J. Alexander, I.A.S., (Kar : 63) relinquished charge of the post of Chairman, Coir Board, Ernakulam, with effect from the afternoon of the 10th March, 1978.

[No. 13(3)/75-ICCI]

YOGESH CHANDRA, Director

नई दिल्ली, 29 अप्रैल, 1978

**क्र० आ० 1359.**—खादी तथा ग्रामोद्योग आयोग अधिनियम, 1956 की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भारतीय लेखा परीक्षा तथा लेखा सेवा के एक अधिकारी श्री आर० के० गंगुली को दिनांक 27 मार्च, 1978 के पूर्वान्ह से अग्रे प्रादेशों तक खादी तथा ग्रामोद्योग आयोग का वित्तीय सलाहकार नियुक्त करती है।

[सं० ए० 12034(5)/77-के०सी०आई० (II)]

के०पी० परमेश्वरन, आयुक्त (आई०सी०)

New Delhi, the 29th April, 1978

**S.O. 1359.**—In exercise of the powers conferred by Section 6 of the Khadi and Village Industries Commission Act, 1956, the Central Government hereby appoints Shri R. K. Ganguly, an officer of the IA&AS, as Financial Adviser to the Khadi and Village Industries Commission with effect from the forenoon of 27th March, 1978, till further orders.

[No. A-12034(5)/77-KVI(II)]

K. P. PARAMESHWARAN, Commissioner (IC)

**नागरिक पूर्ति तथा सहकारिता मंत्रालय**

(भारतीय मानक संस्था)





नई दिल्ली, 24 अप्रैल, 1978






**क्र० आ० 1360.**—नीचे अनुसूची के स्तम्भ 1 से 4 में जिन अधिसूचनाओं के ब्यौरे दिए हैं के आंशिक संशोधन स्वरूप भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि स्तम्भ 5 और 6 में दी गई विभिन्न वस्तुओं की मानक चिह्न की डिजाइनों में स्तम्भ 7 के अनुसार परिवर्तन किए गए हैं तथा मानक चिह्नों की पुनरीक्षित डिजाइनों के शाब्दिक विवरण स्तम्भ 8 में दिए गए हैं।





भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम, 1952 और उसके अधीन बने नियमों और विनियमों के निमित्त मानक चिह्नों की वर्तमान डिजाइनों 1978-03-31 तक मानक चिह्नों की पुनरीक्षित डिजाइनों के साथ-साथ लागू रहेंगी, केवल क्रम संख्या 7 में दिए IS : 1392 के लिए जिसके डिजाइन 1978-12-31 तक साथ-साथ लागू रहेंगी :



## अनुसूची

क्रम संख्या	मंत्रालय का नाम	भारत के राजपत्र का संदर्भ	अधिसूचना संख्या का संदर्भ	वस्तु	भारतीय मानक की संख्या और शीर्षक	मानक चिह्न की डिजाइन	मानक चिह्न की डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1. उद्योग तथा पूर्ति मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1964-10-24	एस ओ 3688 दिनांक 1964-10-07	इस्पात की कोर वाले एलुमिनियम चालकों के लिए इस्पात के तार	IS : 398 (भाग 2)- 1976 शिरोपरि पावर प्रेषण कार्यों के लिए एलुमिनियम चालकों की विशिष्ट भाग 2 जस्ती-कृत इस्पात प्रबलित एलुमिनियम चालक (दूसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'स्टील वायर' तथा नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
2. औद्योगिक विकास, विज्ञान तथा प्रौद्योगिकी मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1974-03-09	एस ओ 382 दिनांक 1974-01-25	बेलनाकार सांके	IS : 516-1959 कंक्रीट की सामर्थ्य परीक्षण पद्धतियां		भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'सिल मोल्ड' तथा नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
3. वाणिज्य तथा उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1960-09-10	एस ओ 2205 दिनांक 1960-08-31	18-लिटर समाई वाले बर्गकार	IS : 916-1975 18-लिटर समाई वाले बर्गकार टिन की विशिष्ट (दूसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'टिन मोनोली' तथा नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
4. औद्योगिक विकास मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 71-08-14	एस ओ 3023 दिनांक 1971-10-20	सजावटी कार्यों के लिए बिजली द्वारा चढ़ाया गया चांदी का लेप	IS : 1067-1968 सजावटी और बचाव कार्यों के लिए बिजली द्वारा चांदी का लेप चढ़ाने की विशिष्ट		भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'कोटिंग मोनोली' तथा नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
5. वाणिज्य तथा उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1961-08-19	एस ओ 1950 दिनांक 1961-08-07	स्वचल गाड़ियों में निलम्बन के लिए पत्ती-दार कमनियों]	IS : 1135-1973 स्वचल गाड़ियों में निलम्बन के लिए पत्तीदार कमनियों की विशिष्टि (दूसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'लीफ' और नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
6. उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1966-09-03	एस ओ 2526 दिनांक 1966-08-22	दाबधारी तेल के स्टोवों के बर्नर]	IS : 1342-1968 दाबधारी तेल वाले स्टोवों की विशिष्टि (दूसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'बर्नर मोनोली' और नीचे की ओर भारतीय मानक की पदसंख्या दी गई है।	
7. वाणिज्य और उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1962-06-09	एस ओ 1768 दिनांक 1962-05-28	दूध की कांच की बोतलें	IS : 1392-1971 दूध की कांच की बोतलों की विशिष्टि (दूसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'बोतल मोनोली' और नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
8. औद्योगिक विकास प्रांतीय व्यापार एवं कम्पनी मामलों (औद्योगिक विकास विभाग) का मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1970-03-02	एस ओ 1571 दिनांक 1970-04-08	द्रवों के लिए ध्रायताकार डब्बे	IS : 1406-1971 द्रवों के लिए ध्रायताकार डब्बों की विशिष्टि (दूसरा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'टिन ओ मली' और नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
9. औद्योगिक विकास मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1971-12-04	एस ओ 5280 दिनांक 1971-11-11	बड़ा सिरों वाले बड़े ड्रम	IS : 1783-1974 बड़ा सिरों वाले बड़े ड्रमों की विशिष्टि (पहला पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'ड्रम मोनोली' और नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	

1	2	3	4	5	6	7	8
10. औद्योगिक विकास मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1972-06-24	एस ओ 1558 दिनांक 1972-05-09	इलेक्ट्रोड होल्डर	IS : 2641-1964 बिजली की वेल्डिंग के सहायक सामान की विशिष्ट		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गयी और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर 'इलेक्ट्रोड होल्डर' और नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
11. औद्योगिक विकास विज्ञान एवं प्रौद्योगिकी मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1974-02-09	एस ओ 381 दिनांक 1974-01-18	सर्जरी के पृथक्-नीय ब्लेड	IS : 3319-1973 सर्जरी के पृथक्नीय ब्लेडों (बाइपास्कर (टाइप) की विशिष्ट (पहला पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गयी और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'ब्लेड' और नीचे की ओर भारतीय मानक की पदसंख्या दी गई है।	
12. उद्योग और नागरिक पूर्ति (मंत्रालय औद्योगिक विकास विभाग)	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1975-11-01	एस ओ 4699 दिनांक 1975-09-23	डी सी मोटर	IS : 4722-1968 बिजली की घूर्णक मशीनों की विशिष्ट		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गयी और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'डी सी मोटर' और नीचे की ओर भारतीय मानक की पद संख्या दी गई है।	
13. औद्योगिक विकास मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1972-01-22	एस ओ 331 दिनांक 1971-12-13	जूतों के दो की टोपियों	IS : 5852-1970 जूतों के बचाव के लिए टो की हस्तात के टोपियों की विशिष्ट		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई गयी और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या दी गई है।	

[सं० सी० एम०डी०/13 : 9]

## MINISTRY OF CIVIL SUPPLIES AND CO-OPERATION






(Indian Standards Institutions)






New Delhi, the 1978-04-24




S.O. 1360.—In partial modification of the notifications, details of which are given in Cols.1 to 4 of the following schedule, the Indian Standards Institution, hereby, notifies the designs of the standard marks pertaining to various products referred to in Cols. 5 and 6 have been revised as given Col. 7 and the verbal descriptions of the revised designs of the standard marks are given in Col. 8

The existing designs of the standard marks for the purposes of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder shall run concurrently with the revised designs of the standard marks upto 1978-03-31 except for IS : 1392 at Sl. No. 7 for which the concurrent date shall be 1978-12-31;

## SCHEDULE

Sl. No.	Name of the Ministry	Reference to Govt. of India Gazette	Reference to Notification No.	Product	IS : No. & Title of the specification	Design of the Standard Mark	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Ministry of Industry and Supply	Part-II, Section-3, Sub-section (ii) dated 1964-10-24	S.O. 3688 dated 1964-10-07	Steel wire for steel cored aluminium conductors	IS : 398(Pt II)-1976 Specification for aluminium conductors for overhead transmission purposes Part II Aluminium conductors, galvanized steel-reinforced (second revision)		The monogram of the Indian Standards Institution, 'consisting of letters ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'STEEL WIRE' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
2.	Ministry of Industrial Development, Science and Technology	Part-II, Section-3, Sub-section (ii) dated 1974-03-09	S.O. 382 dated 1974-01-25	Cylindrical moulds	IS : 516-1959 Methods of test for strength of concrete		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'CYL. MOULD' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
3.	Ministry of Commerce and Industry	Part-II, Section-3, Sub-section (ii) dated 1960-09-10	S.O. 2205 dated 1960-08-31	18-litre square tins	IS : 916-1975 Specification for 18-litre square tins (second revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'TIN ONLY' being superscribed on the top side & the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
4.	Ministry of Industrial Development	Part II, Section-3, Sub-section (ii) dated 1971-08-14	S.O. 3023 dated 1971-07-20	Electroplated coatings of silver for decorative purposes	IS : 1067-1968 Specification for electroplated coatings of silver for decorative and protective purposes (first revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'COATING ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
5.	Ministry of Commerce and Industry	Part-II, Section-3, Sub-section (ii) dated 1961-08-19	S.O. 1950 dated 1961-08-07	Leaf springs for automobile suspension	IS : 1135-1973 Specification for leaf springs for automobile suspensions (second revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'LEAF' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
6. Ministry of Industry	Part- II, Section-3, Sub-section (ii) dated 1966-09-03	S.O. 2526 dated 1966-08-22	Burners for oil pressure stoves	IS : 1342-1968 Specification for oil pressure stoves (second revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'BURNER ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.	
7. Ministry of Commerce and Industry	Part II, Section-3, Sub-section (ii) dated 1962-06-09	S.O. 1768 dated 1962-05-28	Glass milk bottles	IS : 1392-1971 Specification for glass milk bottles (second revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (7) ; the words 'BOTTLE ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.	
8. Ministry of Industrial Development, Internal Trade & Company Affairs (Department of Industrial Development)	Part-II, Section-3, Sub-section(ii) dated 1970-05-02	S.O. 1571 dated 1970-04-08	Rectangular tins for liquids	IS : 1406-1971 Specification for rectangular tins for liquids (second revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (7) ; the words 'TIN ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.	
9. Ministry of Industrial Development	Part II, Section-3, Sub-section (ii) dated 1971-12-04	S.O. 5280 dated 1971-11-11	Drums, large, fixed ends	IS : 1783-1974 Specification for drums, large, fixed ends (first revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (7); the words 'DRUM ONLY' being superscribed on the top side, the grade designation being inscribed and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.	
10. Ministry of Industrial Development	Part II, Section-3, Sub-section (ii) dated 1972-06-24	S.O. 1558 dated 1972-05-09	Electrode holders	IS : 2641-1964 Specification for electric welding accessories.		The monogram of the Indian Standards Institution consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col (7) ; the words 'ELECTRODE HOLDER' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.	


(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
11. Ministry of Industrial Development, Science and Technology	Part II Section-3, Sub-section (ii) dated 1974-02-09	S.O. 381 dated 1974-01-18	Surgical detachable blades	IS : 3319-1973 Specification for blades, surgical detachable (Bard Parker type) (first revision)		BLADE IS:3319	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (7); the words 'BLADE' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
12. Ministry of Industry and Civil Supplies (Department of Industrial Development)	Part II, Section-3, Sub-section (ii) dated 1975-11-01	S.O. 4699 dated 1975-09-23	D C motors	IS : 4722-1968 Specification for rotating electrical machines		dc motor IS:4722	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'dc motor' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
13. Ministry of Industrial Development	Part II, Section-3, Sub-section (ii) dated 1972-01-22	S.O. 331 dated 1971-12-15	Toe-caps for footwear	IS : 5852-1970 Specification for protective steel toe caps for footwear		TOE CAPS IS:5852	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.






[No. CMD/13 : 9]






क्रा० मा० 1361.—निम्नलिखित अनुसूची के स्तम्भ 1 से 4 में जिन अधिसूचनाओं के म्यारे दिए हैं उनके अधिकरण स्वरूप भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि स्तम्भ 5 और 6 में उल्लिखित विभिन्न उत्पादों सम्बन्धी मानक चिन्हों की डिजाइनों में स्तम्भ 7 के अनुसार परिवर्तन किए गए हैं और मानक चिन्हों की परिवर्तित डिजाइनों के शाब्दिक विवरण स्तम्भ 8 में दिए गए हैं :

भारतीय मानक संस्था (प्रमाणन चिन्ह) अधिनियम, 1952 और उसके अधीन बने नियमों और विनियमों के निमित्त बने मानक चिन्हों की वर्तमान डिजाइनें परिवर्तित डिजाइनों के साथ 1978-03-31 तक लागू रहेंगी। केवल क्रम संख्या 54 में दिए IS : 1223 (Pt. I) के लिए, जिसके डिजाइनों 1978-12-31 तक साथ साथ लागू रहेंगी :





## अनुसूची

क्रम सं०	मंत्रालय का नाम	भारत के राजपत्र का संदर्भ	अधिसूचना संख्या का संदर्भ	वस्तु	भारतीय मानक की संख्या और शीर्षक	मानक चिन्ह की डिजाइन	मानक चिन्ह की डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	वाणिज्य और उद्योग मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1961-07-08	एस धो 1579 दिनांक 1961-06-28	पट्टियां	IS : 10 (भाग 3)—1974 व्यापक के चाय के बक्सों की विभिन्न भाग 3-पट्टियां (चौथा पुनरीक्षण)		भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई वैसी और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'बैटन' तथा नीचे की ओर भारतीय मानक की मदद संख्या दी गई है।

1	2	3	4	5	6	7	8
2	औद्योगिक विकास और आंतरिक व्यापार मंत्रालय (औद्योगिक विकास विभाग)	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1971-01-02	एस ओ 54 दिनांक 1970-12-04	तस्ले का चमड़ा	IS : 579-1962 तस्ले के चमड़े की विशिष्टि (पुनरीक्षित)	SOLE LEATHER  IS:579	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात से तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'सोल लेवर' तथा नीचे की ओर भारतीय मानक की पवसंख्या दी गई है।
3.	वाणिज्य और उद्योग मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1961-07-29	एस ओ 1751 दिनांक 1961-07-18	साइकिल फ्रेम	IS : 623-1963 साइकिल फ्रेम की विशिष्टि (पुनरीक्षित)	FRAME ONLY  IS:623	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात से तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'फ्रेम मोनोली' तथा नीचे की ओर भारतीय मानक की पवसंख्या दी गई है।
4.	उद्योग मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1966-09-03	एस ओ 2623 दिनांक 1966-08-19	लाक स्टोपर	IS : 1223 (भाग 1) 1970 गरबर पद्धति द्वारा दूध बसा जाल करने के उपकरण की विशिष्टि	STOPPER ONLY  IS:1223	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात से तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'स्टोपर मोनोली' तथा नीचे की ओर भारतीय मानक की पवसंख्या दी गई है।
(ii)	औद्योगिक विकास और कम्पनी मामलों का मंत्रालय (औद्योगिक विकास विभाग)	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1968-09-28	एस ओ 3461 दिनांक 1968-09-10	मक्खन मापी	"	IS:1223  IS:1223	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात से तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम में भारतीय मानक की पवसंख्या दी गई है।
5.	वाणिज्य और उद्योग मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1961-08-19	एस ओ 1953 दिनांक 1961-08-10	रंग रोगन के गोस डब्बे	IS : 1407-1968 रंग रोगन के गोस डब्बों की विशिष्टि	TIN ONLY  IS 1407	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात से तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'टिन मोनोली' तथा नीचे की ओर भारतीय मानक की पवसंख्या दी गई है।

1	2	3	4	5	6	7	8
6.	वाणिज्य और उद्योग मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1961-08-19	एस ओ 1953 दिनांक 1961-08-10	वनस्पति के गोस डब्बे	IS : 1413-1970 वनस्पति के गोस डब्बों की विशिष्टि (पहला पुनरीक्षण)	 TIM ONLY IS:1413	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'टिन मोनली' तथा नीचे की ओर भारतीय मानक की पदसंख्या दी गई है।
7.	उद्योग तथा पूर्ति मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1965-03-27	एस ओ 985 दिनांक 1965-03-11	1. भ्रगला चिमटा 2. केवल चिमटा	IS : 2061-1962 साइकिल के चिमटों की विशिष्टि	 FRONT FORK IS:2061  PORK ONLY IS:2061	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'फ्रंट फोर्क' और 'फोर्क मोनली' तथा नीचे की ओर भारतीय मानक की पदसंख्या दी गई है।
8.	उद्योग तथा पूर्ति मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1965-03-06	एस ओ 737 दिनांक 1965-02-19	1. ड्राफ्टिंग मशीन का स्टेण्ड	IS : 2287-1970 ड्राफ्टिंग मशीनों की विशिष्टि (पहला पुनरीक्षण)	 STAND ONLY IS:2287	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'स्टेण्ड मोनली' तथा नीचे की ओर भारतीय मानक की पदसंख्या दी गई है।
"	"	"	"	2. ड्राफ्टिंग मशीन	"	 DRAFTING UNIT IS:2287	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'ड्राफ्टिंग यूनिट' तथा नीचे की ओर भारतीय मानक की पदसंख्या दी गई है।



1	2	3	4	5	6	7	8
9.	1. औद्योगिक विकास और कम्पनी मामलों का मंत्रालय (औद्योगिक विकास मंत्रालय) (2) " "	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1967-12-23	एस ओ 4560 दिनांक 1967-11-24	इस्पात के ड्रम	IS : 2552-1970 इस्पात के ड्रमों (अस्तीकृत) और बिना अस्तीकृत (पहला पुनरीक्षण)	 IS 2552	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर 'ड्रम मोनोली' तथा ग्रेड और पदनाम और उसके नीचे की ओर मोनोग्राम के नीचे पदनाम तथा भारतीय मानक की पदसंख्या दी गई है।
	(3) उद्योग और वृत्ति मंत्रालय	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1965-04-03	एस ओ 1015 दिनांक 1965-03-25			 IS 1015	
	(4) औद्योगिक विकास और कम्पनी मामलों का मंत्रालय (औद्योगिक विकास विभाग)	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1967-12-23	एस ओ 4560 दिनांक 1967-11-24			 IS 4560	
10.	औद्योगिक विकास और कम्पनी मामलों का मंत्रालय (औद्योगिक विकास विभाग)	भाग II खण्ड 3, उपखण्ड (ii) दिनांक 1968-10-26	एस ओ 3743 दिनांक 1968-10-09	हल्का कूचुसिन	IS : 4117-1973 प्रलकोहल विकृति-कारक की विशिष्टि (पहला पुनरीक्षण)	 IS 4117	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (7) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द 'हल्का कूचुसिन' और नीचे की ओर भारतीय मानक की पदसंख्या दी गई है।


[स० सी एम डी/13 : 9]

आई० एस० वेकटेशन, अपरमहानिदेशक










S.O. 1361.—In supersession of the notifications details of which are given in Cols. 1 to 4 of the following schedule, the Indian Standards Institution, hereby, notifies that the designs of the standard marks pertaining to various products referred to in Cols. 5 and 6 have been revised as given in Col. 7 and the verbal description of the revised designs of the standards marks are given in Col. 8.


The existing designs of the standard marks for the purposes of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder shall run concurrently with the revised designs of the standard marks upto 1978-03-31 except for IS : 1223 (Pt. I) at SI. No. 4 for which the concurrent date shall be 1978-12-31 :

## SCHEDULE

Sl. No.	Name of the Ministry	Reference to Govt. of India Gazette	Reference to Notification No.	Product	IS : No. & Title of the Specification	Design of the Standard Mark	Verbal description of the Design of the Standard Marks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Ministry of Commerce and Industry	Part II, Section-3, Sub-section (ii) dated 1961-07-08	S.O. 1579 dated 1961-06-28	Battens	IS : 10 (Pt III)-1974 Specification for plywood teachests Part III Battens (fourth revision)	 IS 10	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'BATTEN' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.

1	2	3	4	5	6	7	8
2.	Ministry of Industrial Development and Internal Trade (Department of Industrial Development)	Part II, Section-3, Sub-section (ii) dated 1971-01-02	S.O. 54 dated 1970-12-04	Sole leather	IS : 579-1962 Specification for sole leather (revised)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'SOLE LEATHER' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
3.	Ministry of Commerce and Industry	Part II, Section-3, Sub-section (ii) dated 1961-07-18	S.O. 1751 dated 1961-07-18	Bicycle frames	IS : 623-1963 Specification for bicycle frames (revised)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'FRAME ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
4.	(i) Ministry of Industry	Part II, Section-3, Sub-section (ii) dated 1966-09-03	S.O. 2623 dated 1966-08-19	Lock Stoppers	IS : 1223 (Pt D)-1970 Specification for apparatus for determination of milk fat by garber method Part I Butyrometers and stoppers (first revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the words 'STOPPER ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
	(ii) Ministry of Industrial Development and Company Affairs (Department of Industrial Development)	Part II, Section-3, Sub-section (ii) dated 1968-09-28	S.O. 3461 dated 1968-09-10	Butyrometer	Do.		The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (7); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
5.	Ministry of Commerce and Industry	Part-II, Section-3, Sub-section(ii) dated 1961-08-19	S.O. 1953 dated 1961-08-10	Round paint tins	IS : 1407-1968 Specification for round paint tins (first revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (7); the words 'TIN ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.

(2)	(3)	(4)	(5)	(6)	(7)	(8)
6. Ministry of Commerce and Industry	Part-II, Section 3, Sub-section(ii) dated 1961-08-19	S.O. 1953 dated 1961-08-10	Round VANASPATI tins	IS : 1413-1970 Specification for round VANASPATI tins (first revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (7); the words 'TIN ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
7. Ministry of Industry and Supply (Department of Industry)	Part II, Section-3, Sub-section(ii) dated 1965-03-27	S.O. 985 dated 1965-03-11	(i) Front fork (ii) Fork only	IS : 2061-1962 Specification for bicycle forks	 	The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (7); the words 'FRONT FORK' and 'FORK ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
8. Ministry of Industry and Supply	Part-II, Section-3, Sub-section(ii) dated 1965-03-06	S.O. 737 dated 1965-02-19	(i) Stand for drafting machine	IS : 2287-1970 Specification for drafting machines (first revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (7); the words 'STAND ONLY' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
-do-	-do-	-do-	(ii) Drafting machines	-do-		The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (7); the words 'DRAFTING UNIT' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.
9. (i) Ministry of Industrial Development and Company Affairs (Department of Industrial Development)	Part-II, Section-3, Sub-section(ii) dated 1967-12-23	S.O. 4560 dated 1967-11-24	Steel drums	IS : 2552-1970 Specification for steel drums (galvanized and ungalvanized) (first revision)		The monograms of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions, as indicated in Col. (7); the words 'DRUM ONLY' being superscribed on the top side the grades designations being inscribed and the numbers of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the designs.
(ii) -do-	-do-	-do-				
(iii) Ministry of Industry and Supply	Part II, Section-3, Sub-section(ii) dated 1965-04-03	S.O. 1015 dated 1965-03-25				
(iv) Ministry of Industrial Development and Company Affairs (Department of Industrial Development)	Part II, Section-3, Sub-section(ii) dated 1967-12-23	S.O. 4560 dated 1967-11-24				

1	2	3	4	5	6	7	8
10.	Ministry of Industrial Development and Company Affairs (Department of Industrial Development)	Part II, Section-3, Sub-section(ii) dated 1968-10-26	S.O. 3743 dated 1968-10-09	Light caoutchoucine	IS : 4117-1973 Specification for alcohol denaturants (first revision)		The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (7); the words 'LIGHT CAOUTCHOUCINE' being superimposed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.

[No. CMD/13 : 9]

Y. S. VENKATESWARAN, Addl. Director General

## ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 27 अप्रैल, 1978

का० आ० 1362.—केन्द्रीय सरकार ने, कोयला वाले क्षेत्र (भर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन बनाई गई भारत सरकार के भूतपूर्व खान और ईंधन विभाग (इस्पात, खान और ईंधन मंत्रालय) की अधिसूचना सं० का० आ० 719, तारीख 20 मार्च, 1959 के अनुसरण में, ग्राम चोरधारा, थाना रामगढ़, जिला हजारीबाग में 897 बीघा या 120 हेक्टेयर (लगभग) (सभी अधिकार) और 611 या 81.75 हेक्टेयर (लगभग) (खनन अधिकार) माप की भूमि को अर्जित कर लिया है;

और राज्य सरकार के प्राधिकारियों द्वारा किए गए अधिग्रहणीकरण के अनुसार ग्राम चोरधारा के रामसेवक महतो सुपुत्र सोनालाल महतो तथा श्रीमती भुवनी देवी पत्नी निर्मल महतो, को उक्त अधिनियम की धारा 13 के अधीन 16.07 एकड़ या 6.10 हेक्टेयर क्षेत्रफल की भूमि के संबंध में, हितवद्ध व्यक्ति पाया गया था और तदनुसार उक्त अर्जित भूमि के 6.10 हेक्टेयर क्षेत्रफल के लिए प्रतिकर का निर्धारण उनके पक्ष में किया गया था;

और उक्त अर्जित भूमि के लिए संदेय प्रतिकर की रकम सहमति द्वारा नियत नहीं की जा सकी क्योंकि प्रस्थापित प्रतिकर की रकम की पर्याप्तता के विषय में विवाद है तथा इस प्रकार प्रस्थापित रकम को हितवद्ध व्यक्तियों ने अग्र्यापित के साथ स्वीकार किया है;

अतः, अब केन्द्रीय सरकार, कोयला वाले क्षेत्र (भर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रतिकर की रकम को अवधारित करने के प्रयोजनार्थ एक अधिग्रहण गठित करती है, जिसमें श्री चन्द्रशेखर सिंह, अपर जिला और सेशन न्यायाधीश, रांची होंगे, जो उच्च न्यायालय के न्यायाधीश होने के लिए अर्हित व्यक्ति हैं।

[का० 19/61/77-सं० एल० (4)]

## MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 27th April, 1978

S.O. 1362.—Whereas in pursuance of the notification of Government of India in the late Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) number S.O. 719 dated the 20th March, 1959 made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired the lands measuring 897 bighas or 120 hectares (approximately) (All Rights) and 611 bighas or 87.75 hectares (approximately) (Mining Rights) in village Chordhara, Thana Ramgarh, District Hazaribagh;

And whereas Ramsewak Mahto son of Sonalal Mahto and Srimati Bhuchni Devi, wife of Nirmal Mahto of village Chordhara were found to be persons interested in relation to an area of 15.07 acres or 6.10 hectares of land under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 6.10 hectares of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement, there being a dispute as to the adequacy of the amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby constitutes a Tribunal consisting of Shri Chandra Shekhar Singh, Additional District and Sessions Judge, Ranchi, being a person qualified to be a judge of a High Court, for the purpose of determining the amount of compensation.

[No. 19/61/77-CL (4)]

का० आ० 1363.—केन्द्रीय सरकार ने, कोयला वाले क्षेत्र (भर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन बनाई गई, भारत सरकार के भूतपूर्व खान और ईंधन विभाग (इस्पात, खान और ईंधन मंत्रालय) की अधिसूचना सं० का० आ० 719, तारीख 20 मार्च, 1959 के अनुसरण में, ग्राम चोरधारा, थाना रामगढ़, जिला हजारीबाग में 897 बीघा या 120 हेक्टेयर (लगभग) (गभी अधिकार) और 611 बीघा या 81.75 हेक्टेयर (लगभग) (खनन अधिकार) माप की भूमि को अर्जित कर लिया है;

और राज्य सरकार के प्राधिकारियों द्वारा किए गए अधिग्रहणीकरण के अनुसार ग्राम चोरधारा के बुद्धन और कालिक उरावं सुपुत्र तेजन उरावं और धनेश्वर, बलेश्वर और भूनेश्वर उरावं सुपुत्र साहदेव उरावं को उक्त अधिनियम की धारा 13 के अधीन 0.28 एकड़ या 0.11 हेक्टेयर (लगभग) क्षेत्रफल की भूमि के बारे में हितवद्ध व्यक्ति पाया गया था, और तदनुसार उक्त अर्जित भूमि 0.28 एकड़ या 0.11 हेक्टेयर (लगभग) क्षेत्रफल के लिए प्रतिकर का निर्धारण उनके पक्ष में किया गया था;

और उक्त अर्जित भूमि के लिए संदेय प्रतिकर की रकम सहमति द्वारा नियत नहीं की जा सकी क्योंकि प्रस्थापित प्रतिकर की रकम की पर्याप्तता के विषय में विवाद है तथा इस प्रकार प्रस्थापित रकम को हितवद्ध व्यक्तियों ने अग्र्यापित के साथ स्वीकार किया है;

अतः, अब केन्द्रीय सरकार, कोयला वाले क्षेत्र (भर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, प्रतिकर की रकम को अवधारित

करने के प्रयोजनार्थ एक अधिकरण गठित करती है, जिसमें श्री चन्द्रशेखर सिंह, अपर जिला और सेशन न्यायाधीश, रांची होंगे, जो उच्च न्यायालय के न्यायाधीश होने के लिए अर्हित व्यक्ति है।

[फा० सं० 19/61/77-सी० एल० (3)]

**S.O. 1363.**—Whereas in pursuance of the notification of Government of India in the late Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) number S.O. 719 dated the 20th March, 1959 made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired the lands measuring 897 bighas or 120 hectares (approximately) (All Rights) and 611 bighas or 81.75 hectares (approximately) (Mining Rights) in Village Chordhara, Thana Ramgarh, District Hazaribagh;

And whereas Budhan and Kartik Uraon Sons of Tejan Uraon and Dhaneshwar, Baleshwar and Bhuneshwar Uraon Sons of Sahdeo Uraon of village Chordhara were found to be persons interested in relation to an area of 0.28 acres or 0.11 hectares (approximately) of land under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 0.28 acres or 0.11 hectares (approximately) of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement, there being a dispute as to the adequacy of the amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby constitutes a Tribunal consisting of Shri Chandra Shekhar Singh, Additional District and Sessions Judge, Ranchi, being a person qualified to be a judge of a High Court, for the purpose of determining the amount of compensation.

[No. 19(61)/77-CL(3)]

का०आ० 1364—केन्द्रीय सरकार ने, कोयला वाले क्षेत्र (ग्रजन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन बनाई गई, भारत सरकार के भूतपूर्व खान और ईंधन विभाग (इस्पात, खान और ईंधन मंत्रालय) की अधिसूचना सं० का०आ० 719, तारीख 20 मार्च, 1959 के अनुसरण में, ग्राम चोरधारा, थाना रामगढ़, जिला हजारीबाग में 897 बीघा या 120 हेक्टेयर (लगभग) (सभी अधिकार) और 611 बीघा या 81.75 हेक्टेयर (लगभग) (खनन अधिकार) माप की भूमि को अर्जित कर लिया है;

और राज्य सरकार के प्राधिकारियों द्वारा किए गए अधिप्रमाणिकरण के अनुसार ग्राम चोरधारा के बरसा मांसी, डन्हे मांसी और गाजो मांसी सुपुत्र संघ मांसी, दरबारी मांसी सुपुत्र दुर्गा मांसी, राजाराम मांसी सुपुत्र महादेव मांसी और साहिब मांसी सुपुत्र अकाल मांसी को उक्त अधिनियम की धारा 13 के अधीन 2.69 एकड़ या 1.09 हेक्टेयर क्षेत्रफल की भूमि के बारे में हितबद्ध व्यक्ति पाया गया था और तदनुसार उक्त अर्जित भूमि के 1.09 हेक्टेयर क्षेत्रफल के लिए प्रतिकर का निर्धारण उनके पक्ष में किया गया था;

और उक्त अर्जित भूमि के लिए संदेय प्रतिकर की रकम सहमति द्वारा नियत नहीं की जा सकी क्योंकि प्रस्थापित प्रतिकर की रकम की पर्याप्तता के विषय में विवाद है तथा इस प्रकार प्रस्थापित रकम को हितबद्ध व्यक्तियों ने अस्व्यपित के साथ स्वीकार किया है;

अतः, अब, केन्द्रीय सरकार, कोयला वाले क्षेत्र (ग्रजन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, प्रतिकर की रकम को अवधारित करने के प्रयोजनार्थ एक अधिकरण गठित करती है जिसमें श्री चन्द्रशेखर सिंह, अपर जिला और सेशन न्यायाधीश, रांची होंगे, जो उच्च न्यायालय के न्यायाधीश होने के लिए अर्हित व्यक्ति है।

[फा० सं० 19/61/77-सी० एल० (2)]

**S.O. 1364.**—Whereas in pursuance of the notification of Government of India in the late Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) number S.O. 719 dated the 20th March, 1969 made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired the lands measuring 897 bighas or 120 hectares (approximately) (All Rights) and 611 bighas or 81.75 hectares (approximately) (Mining Rights) in village Chordhara, Thana Ramgarh, District Hazaribagh;

And whereas Barsa Manjhi, Dandey Manjhi and Gajo Manjhi sons of Mangra Manjhi, Darbari Manjhi son of Durga Manjhi, Rajaram Manjhi son of Mahadeo Manjhi and Sahab Manjhi sons of Akal Manjhi, of village chordhara were found to be persons interested in relation to an area of 2.69 acres or 1.09 hectares (approximately) of land under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 2.69 acres or 1.09 hectares of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by the agreement, there being a dispute as to the adequacy of the amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby constitutes a Tribunal consisting of Shri Chandra Shekhar Singh, Additional District and Sessions Judge, Ranchi, being a person qualified to be a judge of a High Court, for the purpose of determining the amount of compensation.

[No. 19(61)/77-CL (2)]

का०आ० 1365—केन्द्रीय सरकार ने, कोयला वाले क्षेत्र (ग्रजन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन बनाई गई, भारत सरकार के भूतपूर्व खान और ईंधन विभाग (इस्पात, खान और ईंधन मंत्रालय) की अधिसूचना सं० का०आ० 719, तारीख 20 मार्च, 1959 के अनुसरण में, ग्राम चोरधारा, थाना रामगढ़, जिला हजारीबाग में 897 बीघा या 120 हेक्टेयर (लगभग) (सभी अधिकार) और 611 बीघा या 81.75 हेक्टेयर (लगभग) (खनन अधिकार) माप की भूमि को अर्जित कर लिया है;

और राज्य सरकार के प्राधिकारियों द्वारा किए गए अधिप्रमाणिकरण के अनुसार ग्राम चोरधारा की पुनिया, पत्नी भोगवा उराव को उक्त अधिनियम की धारा 13 के अधीन 0.26 एकड़ या 0.105 हेक्टेयर क्षेत्रफल की भूमि के बारे में हितबद्ध व्यक्ति पाया गया था और तदनुसार उक्त अर्जित भूमि के 0.26 एकड़ या 0.105 हेक्टेयर क्षेत्रफल के लिए प्रतिकर का निर्धारण उनके पक्ष में किया गया था;

और उक्त अर्जित भूमि के लिए संदेय प्रतिकर की रकम सहमति द्वारा नियत नहीं की जा सकी क्योंकि प्रस्थापित प्रतिकर की रकम की पर्याप्तता के विषय में विवाद है तथा इस प्रकार प्रस्थापित रकम को हितबद्ध व्यक्तियों ने अस्व्यपित के साथ स्वीकार किया है;

अतः, अब केन्द्रीय सरकार, कोयला वाले क्षेत्र (ग्रजन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, प्रतिकर की रकम को अवधारित करने के प्रयोजनार्थ एक अधिकरण गठित करती है जिसमें श्री चन्द्रशेखर सिंह, अपर जिला और सेशन न्यायाधीश, रांची होंगे, जो उच्च न्यायालय के न्यायाधीश होने के लिए अर्हित व्यक्ति हैं।

[फा० सं० 19/61/77-सी० एल० (1)]

**S.O. 1365.**—Whereas in pursuance of the notification of Government of India in the late Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) number S.O. 719 dated

the 20th March, 1959 made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired the lands measuring 897 bighas or 120 hectares (approximately) (All Rights) and 611 bighas or 81.75 hectares (approximately) (Mining Rights) in village Chordhara, Thana Ramgarh, District Hazaribagh;

And whereas Most. Punia, wife of Bhogwa Uraon of village Chordhara were found to be the persons interested in relation to an area of 0.26 acre or 0.105 hectares of land under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 0.26 acres or 0.105 hectare of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement, there being a dispute as to the adequacy of the amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition & Development) Act, 1957 (20 of 1957) the Central Government hereby constitutes a Tribunal consisting of Shri Chandra Shekhar Singh, Additional District and Sessions Judge, Ranchi, being a person qualified to be a judge of a High Court, for the purpose of determining the amount of compensation.

[No. 19(61)/77-CL(1)]

शुद्धि-पत्र

नई दिल्ली, 29 अप्रैल, 1978

क्रा०आ० 1366.—भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 2-7-1977 के पृष्ठ 2398-2399 पर प्रकाशित, भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं०क्रा० 2207 तारीख 16 जून, 1977 में,

1. अनुसूची, ब्लाक सं० 2 में क्रम संख्या 11 में, ग्राम “दलीपाली” के स्थान पर “दारलीपाली” पढ़ें।

2. अनुसूची, ब्लाक सं० 3 में, क्रम संख्या 7 में, ग्राम “करकोला” के स्थान पर, “फारकोला” पढ़ें।

(2) “कुल क्षेत्र 1442.57 हेक्टेयर” के स्थान पर, 1432.37 हेक्टेयर” पढ़ें।

[सं० सी 5-4(24)/74-सी० एल०]  
एस० आर० ए० रिजवी, निदेशक

#### CORRIGENDUM

New Delhi, the 29th April, 1978

S.O. 1366.—in the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S. O. 2207 dated the 16th June, 1977 published at page 2399 of the Gazette of India, Part II, Section 3, sub-section (ii) dated the 2nd July, 1977, in the Schedule relating to Block No. 2, under the heading “Boundary Description”, against C.D.E.F. for ‘Lakhapur’, read ‘Lakhanpur.’

[No. C5-4(24)/74-CL]

S. R. A. RIZVI, Director

#### पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली 22 अप्रैल, 1978

क्रा० आ० 1367.—यतः इस से सम्बन्धित अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकारों का

अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन प्रायल कारपोरेशन लिमिटेड के लिये गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरमगम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिये उस संलग्न अनुसूची में विनिर्दिष्ट भूमिओं के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन प्रायल कारपोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निर्दिष्ट प्रक्रिया की अनुसूची में निर्दिष्ट गांव के नाम के सामने दिखाई गयी तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइप लाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली, 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निर्दिष्ट प्रक्रिया पर्यवसान के रूप में एतद्-द्वारा अधिसूचित करते हैं।

#### अनुसूची

व्ययन क्षेत्र सलाया से मथुरा पाइप लाइन संक्रिया पर्यवसान

मंत्रालय का नाम	गांव	क्रा०आ० सं०	भारत के राज्यपत्र में प्रकाशन की तिथि	संक्रिया पर्यवसान की तिथि
पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग)	सच्चाता	2375	26-7-75	7-1-77
	”	3604	26-11-77	”
	कल्यानपूर	2375	26-7-75	4-1-77
	उर्फ शियाल जखबाबा	”	”	3-1-77
	”	3604	26-11-77	3-1-77
	सोकली	2375	26-7-75	2-1-77
	हांसलपूर-सुरस्वर	”	”	”
	”	5373	27-12-75	”
	”	1382	17-4-76	”

[सं० 1382, 2375, 3604, 5373]

#### MINISTRY OF PETROLEUM, CHEMICALS AND FERTILIZERS

(Petroleum Department)

New Delhi, 22nd April, 1978

S. O. 1367:—Whereas by the notification of Government of India as shown in the Schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the Schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the Schedule.

Now, therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

## SCHEDULE

## Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum Chemicals & Fertilisers (Petroleum Department)	1. Sachana	2375	26-7-75	7-1-77
		3604	26-11-77	7-1-77
	2. Kalyanpur			
	Alias Shiyal	2375	26-7-75	4-1-77
	3. Jakhwada	2375	26-7-75	3-1-77
		3604	26-11-77	3-1-77
	4. Sokali	2375	26-7-75	2-1-77
	5. Hansalpur	2375	26-7-75	2-1-77
	Sureshwer			
		5373	27-12-75	2-1-77
		1382	17-4-76	2-1-77

[No. 1382, 2375, 3604, 5373/F/120201/78 Prod-7]

का० आ० 1368.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ओयल कॉर्पोरेशन लिमिटेड के लिए गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में बिरमगाम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन ओयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निविष्ट प्रक्रिया को अनुसूची में निविष्ट गांव के नाम के सामने दिखायी गयी तिथि से पर्यवसित कर दिया है।

अब यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निविष्ट संक्रिया पर्यवसान के रूप में एतद् द्वारा अधिसूचित करते हैं।

## अनुसूची

व्यधन क्षेत्र सलाया से मथुरा एक पाइपलाइन संक्रिया पर्यवसान

मंत्रालय का नाम	गांव	का०आ० सं०	भारत के राज्य पत्र में प्रकाशन की तिथि	संक्रिया पर्यवसान की तिथि
पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग)	बारेजा	2210	12-7-75	22-3-77
	जैतलपुर	"	"	15-4-77
		4824	15-11-75	"
	नाज	2210	12-7-75	5-4-77
	ओड	"	"	2-4-77
	बाकरोल-बादरा-बाद	"	"	27-5-77
	बिमलपुर	"	"	2-2-77
	फेनेवाही	"	"	"

[सं० 2210, 4824/सं 120201/78 प्रो-6]

S.O. 1368.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viamgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

## SCHEDULE

## Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	1. Bareja	2210	12-7-75	22-3-77
	2. Jetalpur	2210	12-7-75	15-4-77
		4824	15-11-75	15-4-77
	3. Naj	2210	12-7-75	5-4-77
	4. Ode	2210	12-7-75	2-4-77
	5. Bakrol-Badrabad	2210	12-7-75	27-5-77
	6. Visalpur	2210	12-7-75	2-2-77
	7. Fatewadi	2210	12-7-75	2-2-77

[No. 2210, 4824 No. 120201/78 Prod-6]

का० आ० 1369.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ओयल कॉर्पोरेशन लिमिटेड के लिए गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में बिरमगाम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन ओयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निविष्ट प्रक्रिया को अनुसूची में निविष्ट गांव के नाम के सामने दिखाई गयी तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निविष्ट संक्रिया पर्यवसान के रूप में एतद् द्वारा अधिसूचित करते हैं।

## अनुसूची

अधिन क्षेत्र सलाया से मथुरा एक पाइपलाइन संक्रिया पर्यवासन

मंत्रालय का नाम	गांव	का० प्र० सं०	भारत के राज्यपत्र में प्रकाशन की तिथि	संक्रिया पर्यवासन की तिथि
पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग)	संधाणा	1922	21-6-75	9-4-77
	हैजराबाद	"	"	6-4-77
	अंत्रोली	"	"	26-3-77

[सं० 1922/12020/1/78 प्रोड-5]

S.O. 1369.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipeline (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

## SCHEDULE

Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	1. Sandhana	1922	21-6-75	9-4-77
	2. Haijarabad	1922	21-6-75	6-4-77
	3. Antroli	1922	21-6-75	26-3-77

[No. 1922/12020/1/78 Prod-5]

का० आ० 1370.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ऑयल कॉर्पोरेशन लिमिटेड के लिए गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरमगम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन

के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन ऑयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निदिष्ट प्रक्रिया को अनुसूची में निदिष्ट गांव के नाम के सामने विख्यायी गयी तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तिथि को ऊपर निदिष्ट संक्रिया पर्यवसान के रूप में एतद्वारा अधिसूचित करते हैं।

## अनुसूची

अधिन क्षेत्र सलाया से मथुरा पाइपलाइन संक्रिया पर्यवासन

मंत्रालय का नाम	गांव	का० प्र० सं०	भारत के राज्यपत्र में प्रकाशन की तिथि	संक्रिया पर्यवासन की तिथि
पेट्रोलियम	खुमरवाड	1757	7-6-75	19-4-77
रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग)	खेडा	"	"	20-4-77
	डेडार्डा	"	"	21-4-77
	वासना खुर्दा	"	"	1-4-77
	समाद्रा	"	"	30-4-77
	सारसा	"	"	27-3-77
	बीरज	"	"	3-3-77

[सं० 1757/12020/1/78 प्रोड-4]

S.O. 1370.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

## SCHEDULE

Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	1. Khumarvad	1757	7-6-75	19-4-77
	2. Kheda	1757	7-6-75	20-4-77
	3. Dedarda	1757	7-6-75	21-4-77



1	2	3	4	5
	4. Vasna Khurd	1757	7-6-75	1-4-77
	5. Samadra	1757	7-6-75	30-4-77
	6. Sarsa	1757	7-6-75	27-3-77
	7. Bidaj	1757	7-6-75	3-4-77

[No. 1757/12020/1/78 Prod-4]

का० भा० 1371.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ऑयल कॉर्पोरेशन लिमिटेड के लिए गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरमगाम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन ऑयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा की उपधारा (1) के खण्ड (1) में निश्चित प्रक्रिया को अनुसूति में निश्चित गाम के नाम के सामने दिखायी गयी तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निश्चित संक्रिया पर्यवसान के रूप एतद् द्वारा अधिसूचित करते हैं।

## अनुसूची

व्यधन क्षेत्र सलाया से मथुरा पाइपलाइन संक्रिया पर्यवसान

मंत्रालय का नाम	गांव	का० भा० सं०	भारत के राजपत्र में प्रकाशन की तिथि	संक्रिया पर्यवसान की तिथि
पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग)	वासद	2203	12-7-75	30-8-76
		521	31-1-76	"
	अडास	2203	12-7-75	1-9-76
	नापाड/वांटो/बादोद	2203	"	15-9-76
	हाडगुड	"	"	22-9-76
	हार्गण्ड	"	"	8-9-76
		5080	29-11-75	27-9-76
	बाकरोल	2203	12-7-75	30-9-76

[सं० 521, 2203, 5080/12020/1/78 Prod-3]

S.O. 1371.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

100 GI/78—6

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

## SCHEDULE

Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum, Ehemicals & Fertilisers (Petroleum Department)	1. Vasad	2203	12-7-75	30-8-76
		521	31-1-76	30-8-76
	2. Adas	2203	12-7-75	1-9-76
	3. Napad (Vanto)	2203	12-7-75	15-9-76
	4. Vadod	2203	12-7-75	22-9-76
	5. Hadgood	2203	12-7-75	8-9-76
	6. Anand	2203	12-7-75	27-9-76
		5080	29-11-75	27-9-76
	7. Bakrol	2203	12-7-75	30-9-76

[No. 521, 2203, 5080/12020/1/78- Prod-III]

का० भा० 1372.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ऑयल कॉर्पोरेशन लिमिटेड के लिए गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरमगाम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन ऑयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निश्चित प्रक्रिया की अनुसूची में निश्चित गांव के नाम के सामने दिखायी गई तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन, नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निश्चित संक्रिया पर्यवसान के रूप में एतद् द्वारा अधिसूचित करते हैं।

## अनुसूची

व्यधन क्षेत्र सलाया से मथुरा पाइपलाइन संक्रिया पर्यवसान

मंत्रालय का नाम	गांव	का० भा० सं०	भारत के राजपत्र में प्रकाशन की तिथि	संक्रिया पर्यवसान की तिथि
पेट्रोलियम	सलायल	2676	16-8-75	7-2-77
रसायन और उर्वरक	नवापुरा	"	"	31-1-77
	कोलट	"	"	12-2-77
मंत्रालय	सानन्द	"	"	22-2-77

(पेट्रोलियम विभाग)	वसोदरा	349	17-1-76	22-2-77
	रुपावटी	2676	16-8-75	13-1-75
	खोडा	"	"	21-6-77
		"	"	22-6-77
		5260	13-12-75	"
	कलाना	2675	16-8-75	24-6-77
	खोरेज	"	"	25-6-77

[सं० 349, 2676, 5260/12020/1/78 प्रो०-2]

S.O. 1372.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section(1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

## SCHEDULE

## Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	1. Sanathal	2676	16-8-75	7-2-77
	2. Navapura	2676	16-8-75	31-2-77
	3. Kolat	2676	16-8-75	12-2-77
	4. Sanand	2676	16-8-75	22-2-77
		349	17-1-76	22-2-77
	5. Vasodra	2676	16-8-75	13-1-77
	6. Rupavati	2676	16-8-75	21-6-77
	7. Khoda	2676	16-8-75	22-6-77
		5260	13-12-75	22-6-77
	8. Kalana	2676	16-8-75	24-6-77
	9. Khoraj	2676	16-8-75	25-6-77

[No. 349, 2676, 5260/12020/1/78-Prod-II]

का० आ० 1373.—यतः संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन आयल कॉर्पोरेशन लिमिटेड के लिये गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरमगम से गुजरात शोधनशाला कोयली तक पेट्रोलियम

के परिवहन के लिये उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन आयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निविष्ट प्रक्रिया को अनुसूची में निविष्ट गांव के नाम के सामने विधायी गयी तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को ऊपर निविष्ट प्रक्रिया पर्यवसान के रूप में एतद् एतद् द्वारा अधिसूचित करते हैं।

## अनुसूची

## व्ययन क्षेत्र सलाया से मथुरा पाइपलाइन संक्रिया पर्यवसान

मंत्रालय का नाम	गांव	का० आ० सं०	भारत के राज्यपत्र में प्रकाशन की तिथि	संक्रिया पर्यवसान की तिथि
पेट्रोलियम, रसायन विभाग)	कंजरी	1756	7-6-75	16-8-76
	और उर्वरक	"	"	20-8-76
	मंत्रालय	"	"	24-8-76
(पेट्रोलियम विभाग)		5081	29-11-75	"
	मरसडा	1756	7-6-75	30-8-76
	केरीयाबी	"	"	3-9-76
	पीपलाटा	"	"	24-9-76
	इमराल	"	"	18-9-76
	बताली	"	"	15-5-76
	पीज	"	"	23-9-76
	भारोल	"	"	25-4-77

[सं० 1756, 5081/12020/1/78 प्रो०-1]

श्रीकांत बहरोरा,

गुजरात राज्य के लिये अधिनियम के अन्तर्गत सक्षम प्राधिकारी

S.O. 1373.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

## SCHEDULE

## Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	1. Kanjari	1756	7-6-75	16-8-76
	2. Vadtal	1756	7-6-75	20-8-76
	3. Mahmedipura	1756	7-6-75	24-8-76
		5081	29-11-75	24-8-76
	4. Narsanda	1756	7-6-75	30-8-76
	5. Keriavi	1756	7-6-75	3-9-76
	6. Piplata	1756	7-6-75	24-9-76
	7. Dumral	1756	7-6-75	18-9-76
	8. Pij	1756	7-6-75	23-9-76
	9. Dantali	1756	7-6-75	15-5-77
	10. Zarol	1756	7-6-75	25-4-77

[No. 1756/5081/12020/1/78-Prod. I]

S.D. VADERA,

Competent Authority Under  
the Act, for Gujarat State

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

## ORDER

New Delhi, the 20th April, 1978

**S.O. 1374.**—Whereas by the notification of the Government of India in the late Ministry of Health No. F. 17-2/60-MI, dated the 22/25th April, 1960, the Central Government has directed that the medical qualification, "M.D." awarded by the University of Colorado School of Medicine, U.S.A., shall be recognised medical qualifications for the purposes of the Indian Medical Council Act 1956 (102 of 1956);

And whereas Dr. Edward Clark Riggs, who possesses the said qualification is for the time being attached to the Charistian Community Health and Development, Training and Research Institute, Santhipuram, Ambilikkaim, for the purposes of teaching research and Charitable work.

Now therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies,—

- a further period upto 31st December, 1978, or
- the period during which Dr. Edward Clark Riggs is attached to the said Charistian Community Health and Development, training and Research Institute, Santhipuram, Ambilikkaim; whichever is shorter, as the period to which the medical Practice by the aforesaid doctor shall be limited.

[No. V. 11016/6/78-ME(P)]

N. S. BAKSHI, Under Secy.

नई दिल्ली, 29 अप्रैल, 1978

## स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

आदेश

नई दिल्ली, 20 अप्रैल, 1978

**का० भा० 1374.**—यतः भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की 22/25 अप्रैल, 1960 की अधिसूचना संख्या एफ० 17-2/60-एम-1 द्वारा केन्द्रीय सरकार ने निवेश दिया है कि भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) के प्रयोजनों के लिए यूनिवर्सिटी आफ क्लोरेडो, स्कूल आफ मेडिसिन, यू० एस० ए० द्वारा प्रदत्त "एम० डी०" चिकित्सा ग्रहता मान्य चिकित्सा ग्रहता होगी;

और यतः डा० एडवर्ड क्लर्क रिस जिनके पास उक्त ग्रहता है, शैक्षिक, अनुसंधान और धर्मार्थ कार्य के प्रयोजनों के लिए फिलहाल क्रिश्चियन सामुदायिक स्वास्थ्य एवं विकास, प्रशिक्षण तथा अनुसंधान संस्थान, शांतिपुरम, एम्बिलीकैम के साथ सम्बद्ध हैं;

अतः अब उक्त अधिनियम की धारा 14 की उप-धारा (1) के प्रस्तुत के भाग (ग) का पालन करते हुए केन्द्रीय सरकार एतद्वारा—

- (1) 31 दिसम्बर, 1978 तक की अवधि

प्रयत्न

- (2) उस अवधि को जब तक डा० एडवर्ड क्लर्क रिस क्रिश्चियन सामुदायिक स्वास्थ्य एवं विकास, प्रशिक्षण तथा अनुसंधान संस्थान, शांतिपुरम एम्बिलीकैम के साथ सम्बद्ध रहते हैं, जो भी कम हो वह अवधि विनिश्चित करती है जिसमें पूर्वोक्त डाक्टर प्रैक्टिस कर सके।

[सं० बी० 11016/6/78-एम ई (पी)]

एन० एस० बक्षी, उप सचिव

**का० भा० 1375**—यतः भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 7 की उप-धारा (4) के साथ पठित धारा 3 की उप-धारा (1) के खण्ड (ख) के उपबंधों के अनुसरण में आन्ध्र विश्वविद्यालय ने 21 दिसम्बर, 1977 से डा० बुद्धि स्वामी, काय चिकित्सा के अपर प्रोफेसर, डी-15, डाक्टर्स कालोनी, विशाखापत्तनम को भारतीय चिकित्सा परिषद् का सदस्य नियुक्त किया है;

अतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंधों के अनुसरण में केन्द्रीय सरकार एतद्वारा भूतपूर्व स्वास्थ्य मंत्रालय, भारत सरकार की 9 जनवरी, 1960 की अधिसूचना संख्या एस० ओ० 138 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (ख) के अधीन निर्वाचित "शीर्ष के अन्तर्गत क्रम संख्या 8 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टि प्रतिस्थापित की जाए, अर्थात्:—

- "8. डा० बुद्धि स्वामी,  
काय चिकित्सा के अपर प्रोफेसर  
डी-15, डाक्टर्स कालोनी,  
विशाखापत्तनम-2"

[सं० बी० 11013/1/78-एम० ई० (पी)]

New Delhi, the 29th April, 1978

**S.O. 1375.**—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 read with sub-section (4) of section 7 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. Budithi Swamy, Additional Professor of Medicine, D-15, Doctors Colony, Visakhapatnam-2, has been elected by the Andhra University to be a member of the Medical Council of India with effect from the 21st December, 1977.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Govern-

ment hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. S.O. 138, dated the 9th January, 1960, namely:—

In the said notification, under the heading "Elected under clause (b) of sub-section (1) of section 3", for serial No. 8 and the entry relating thereto, the following serial No. and entry shall be substituted, namely :—

"8. Dr. Budithi Swamy,  
Additional Professor of Medicine,  
D-15, Doctors Colony, Visakhapatnam-2".

[No. V. 11013/1/78-ME(Policy)]

नई दिल्ली, 29 अप्रैल, 1978

का० आ० 1376.—यतः भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (ख) के उपबंधों के अनुसरण में ककतिया विश्वविद्यालय ने ककतिया मेडिकल कॉलेज, वारंगल के काय चिकित्सा विभाग के प्रोफेसर एवं अध्यक्ष डा० एम० हनुमन्त राव को 23 जनवरी, 1978 से भारतीय चिकित्सा परिषद् का सदस्य निर्वाचित किया है ;

अतः अब उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंधों के अनुसरण में केन्द्रीय सरकार एतद्वारा भूतपूर्व स्वास्थ्य मंत्रालय, भारत सरकार की 9 जनवरी, 1960 अधिसूचना संख्या एस० ओ० 138 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित", शीर्ष के अन्तर्गत क्रम संख्या 51 और उससे संबंधित प्रविष्टि के बाद निम्नलिखित क्रम संख्या और प्रविष्टि जोड़ी जाए, अर्थात् :—

"52. डा० एम० हनुमन्त राव,  
प्रोफेसर एवं अध्यक्ष,  
काय चिकित्सा विभाग,  
ककतिया मेडिकल कॉलेज,  
वारंगल"

[सं० बी० 11013/1/78-एम० ई० (पी०)]

S.O. 1376.—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. M. Hanumanth Rao, Professor and Head, Department of Medicine, Kakatiya Medical College, Warangal, has been elected by the Kakatiya University to be member of the Medical Council of India with effect from the 23rd January, 1978;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Health No. S.O. 138, dated 9th January, 1960, namely :—

In the said notification, under the heading "Elected under clause (b) of sub-section (1) of section 3", after serial No. 51 and the entry relating thereto, the following serial No. and the entry shall be inserted, namely :—

"52. Dr. M. Hanumanth Rao,  
Professor and Head Department of Medicine,  
Kakatiya Medical College,  
Warangal"

[No. V. 11013/1/78-M.E. (Policy)]

का० आ० 1377.—भारतीय चिकित्सा परिषद् नियम, 1959 के नियम 2 के खण्ड (ब) के अनुसरण में केन्द्रीय सरकार एतद्वारा असम राज्य में भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102)

की धारा 3 की उप-धारा (1) के खण्ड (ग) के अन्तर्गत भारतीय चिकित्सा परिषद् के लिए एक सदस्य का निर्वाचन करने हेतु डा० जे० एन० गोहैन, संयुक्त निदेशक, स्वास्थ्य सेवा, असम को निर्वाचन अधिकारी नियुक्त करती है।

[सं० बी० 11013/1/78 एमई(पी)]

आर० बी० श्रीनिवासन, उप सचिव

S.O. 1377.—In pursuance of clause (d) of Rule 2 of the Indian Medical Council Rules, 1957, the Central Government hereby appoints Dr. J. N. Gohain, Joint Director of Health Services, Assam, as Returning Officer for the conduct of election of a member of the Medical Council of India under clause (c) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) in the State of Assam.

[No. V. 11013/1/78-M.E. (Policy)]

R. V. SRINIVASAN, Dy. Secy.

### शिक्षा और समाज कल्याण मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 25 अप्रैल, 1978

का० आ० 1378.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों को बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, नीचे की सारणी के स्तम्भ (1) में वर्णित अधिकारी को, जो नियमित प्राधिकारी, जवाहरलाल नेहरू विश्वविद्यालय, में सरकार के राजपत्रित अधिकारी के समतुल्य रैंक धारण कर रहा है, उक्त अधिनियम के प्रयोगों के लिए संपदा अधिकारी के रूप में नियुक्त करती है, जो उक्त अधिनियम के द्वारा या उसके अधीन संपदा अधिकारी को प्रवृत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन, अपनी अधिकारिता की सीमाओं के भीतर, उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थानों की बाबत करेगा।

#### सारणी

अधिकारी का पदविधान	सरकारी स्थानों का प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
(1)	(2)
उप रजिस्ट्रार (प्रशासन)	जवाहरलाल नेहरू विश्वविद्यालय के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए या अभिग्रहीत स्थान जो उसके प्रशासनिक नियंत्रण में हों।

[सं० 962/78-एस० आर० ओ०/का० सं० 5-27/77-यू-2]

अनिल बोदिया, संयुक्त सचिव

#### MINISTRY OF EDUCATION & SOCIAL WELFARE

(Department of Education)

New Delhi, the 25th April, 1978

S.O. 1378.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints

the officer mentioned in column (I) of the Table below who is holding the rank in the Corporate authority, the Jawaharlal Nehru University, equivalent to that of a gazetted officer of Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on the estate officer by or under the said Act, within the limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the officer	Categories of Public premises and local limits of jurisdiction
(1)	(2)
Deputy Registrar (Admn.)	Premises belonging to or taken on lease or requisitioned by, or on behalf of the Jawaharlal Nehru University and which are under its administrative control.

[No. 962/78-SRO/F.No. 5-27/77-U.2]  
ANIL BORDIA, Joint Secy.

## संस्कृति विभाग

## भारतीय पुरातत्व सर्वेक्षण

नई दिल्ली, 16 जनवरी, 1978

(पुरातत्व)

का० आ० 1379.—प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अन्वेषण अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने भारत के राजपत्र, भाग-2 खण्ड 3, उपखण्ड (ii), तारीख 12 जुलाई, 1975 में प्रकाशित भारत सरकार के शिक्षा, समाज कल्याण और संस्कृति मंत्रालय की अधिसूचना सं० का०आ० 2219, तारीख 24 जून, 1975 द्वारा उक्त अधिसूचना की अनुसूची में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट कतिपय प्राचीन संस्मारकों को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना दी थी और, जैसा कि उक्त अधिनियम की धारा 4 की उपधारा (1) द्वारा अपेक्षित है, उक्त अधिसूचना की एक प्रति उक्त प्राचीन संस्मारक के निकटस्थ सहजदृश्य स्थान पर लगाई गई थी ;

और उक्त राजपत्र जनता को 12 जुलाई 1975 को उपलब्ध करा दिया गया था ;

और जनता से प्राप्त सभी आक्षेपों पर विचार कर लिया गया है ;

अतः अब, उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार इससे उपाबद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारकों को राष्ट्रीय महत्व का घोषित करती है।

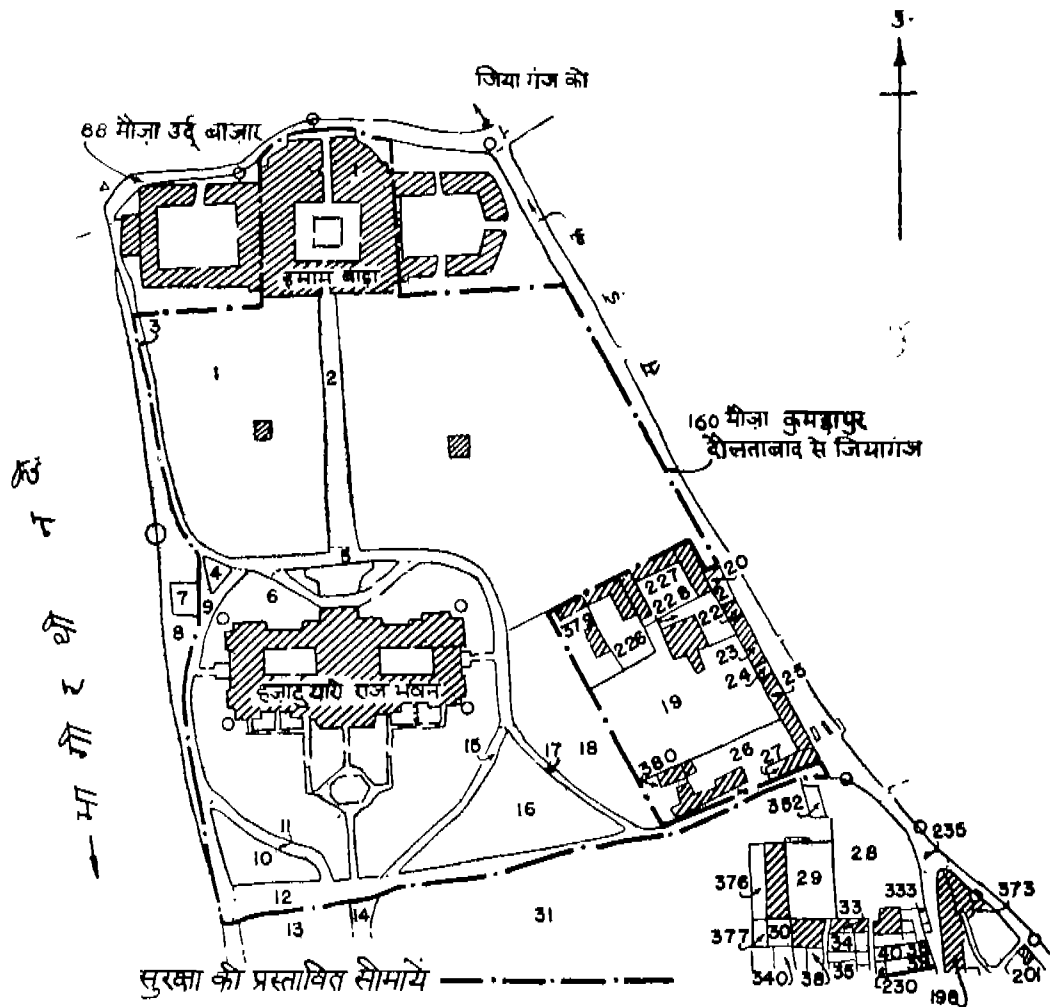
## अनुसूची

राज्य	जिला	तहसील मौजा	परिसेल	प्राचीन संस्मारक का नाम
1	2	3	4	5
पश्चिमी बंगाल	मुर्शिदाबाद	केला नजामत	केला नजामत	हजार द्वारा महल और इमामबाड़ा, साथ ही नीचे पुनः दिये गए रेखांक में यथा-दशित, सर्वेक्षण भूखण्ड सं० 1, 3, 9 के भाग और सर्वेक्षण भूखण्ड सं० 2, 4, 5, 6, 10, 11, 12, 15, 16, 17 और 18 समाविष्ट पार्श्वस्थ क्षेत्र।

संरक्षण के अधीन आने वाले राजस्व भूखण्डों की संख्या	क्षेत्र	सीमा	स्वामित्व	टिप्पणियाँ
6	7	8	9	10
नीचे पुनः दिये गए रेखांक में यथा-दशित भूखण्ड सं० 1, 3, 9, के भाग और सर्वेक्षण भूखण्ड सं० 2, 4, 5, 6, 10, 11, 12, 15, 16, 17 और 18	12-30 एकड़	उत्तर-मौजा उर्दू बाजार के सर्वेक्षण भूखण्ड सं० 1 का शेष भाग और सर्वेक्षण भूखण्ड सं० 88 (सड़क) पूर्व मौजा कुमरापुर के सर्वेक्षण भूखण्ड सं० 1 का शेष भाग, सर्वेक्षण भूखण्ड सं० 160 (सड़क) सर्वेक्षण भूखण्ड सं० 379, 19 और 380 दक्षिण-सर्वेक्षण भूखण्ड सं० 20, 227, 226, 379, 26, 31, 14, 13 और सर्वेक्षण भूखण्ड सं० 9 का शेष भाग 1 पश्चिम-सर्वेक्षण भूखण्ड सं० 7, 8 और सर्वेक्षण भूखण्ड सं० 1 का शेष भाग।	शामकीय न्यासी	इमामबाड़ा धार्मिक प्रयोग है

## हजारदुयारी राजभवन और इमामबाड़े का स्थल मानचित्र केला नेजामत (मुर्शिदाबाद)

मीटर 50 0 50 100 150 200



[सं० 2/15/73 एस०]

म० न० विभागाध्यक्ष, महानिदेशक

भारतीय पुरातत्व सर्वेक्षण एवं पदेन संयुक्त सचिव

## (Department of Culture)

## Archaeological Survey of India

New Delhi, the 16th January, 1978

## ARCHAEOLOGY

**S.O. 1379.**—Whereas in exercise of the powers conferred by sub-section (i) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958) the Central Government by the notification of the Government of India, in the Ministry of Education, Social Welfare and Culture No. S.O. 2219 dated 24th June, 1975, published in Part II section 3, sub-section (ii) of the Gazette of India, dated the 12th July, 1975, gave two months notice of its

intention to declare certain ancient monuments specified in the Schedule to the said notification and in the Schedule annexed hereto to be of national importance, and a copy of the said notification was affixed in conspicuous places near the said ancient monuments as required by sub-section (1) of section 4 of the said Act;

And whereas the said Gazette was made available to the public on the 12th July, 1975;

And whereas all objections received from the public have been considered;

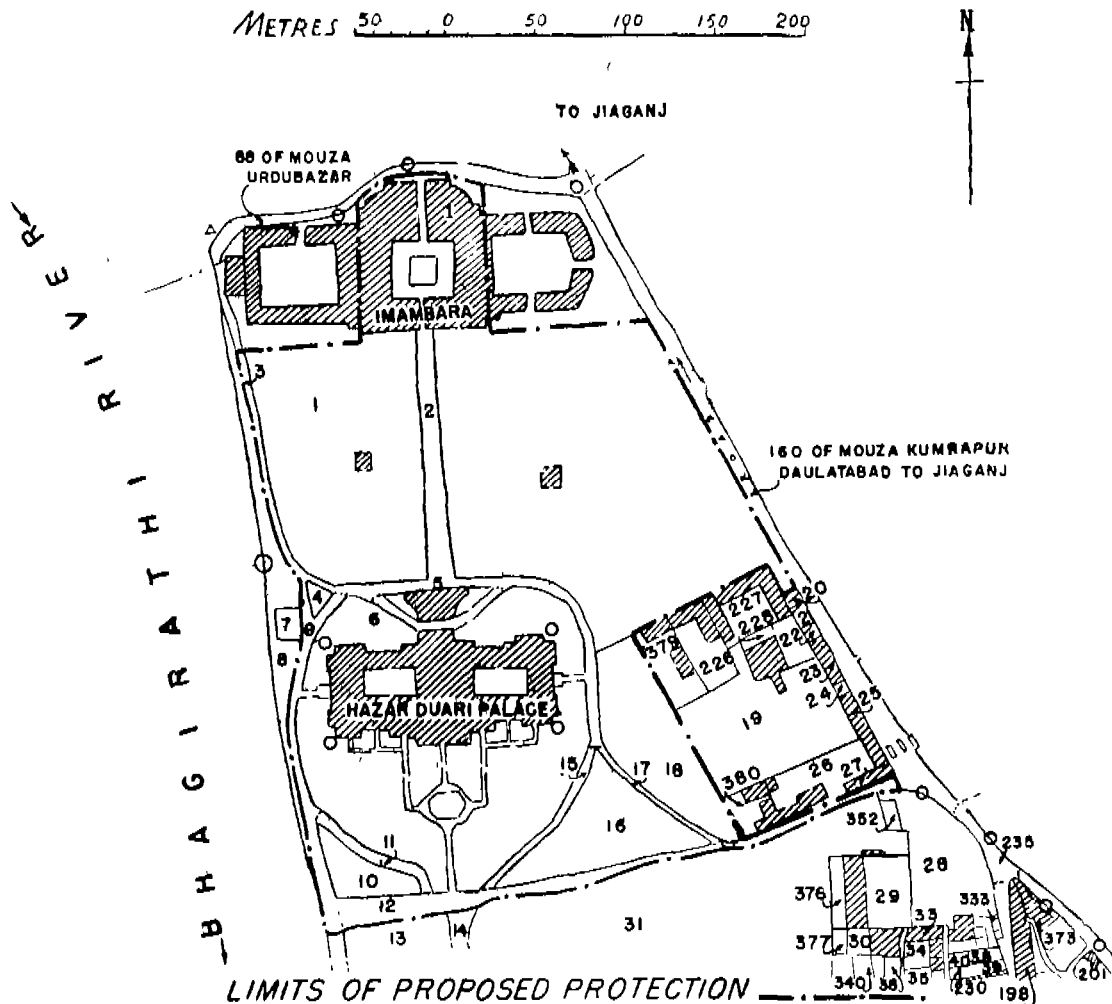
Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said Act, the Central Government hereby declares the ancient monuments specified in the schedule annexed hereto to be of national importance.

## SCHEDULE

State	District	Tehsil/Mauza.	Locality	Name of ancient monuments
1	2	3	4	5
West Bengal	Murshidabad	Kella Nazamat	Kella Nazamat	Hazar Duari Palace and Imambara together with adjacent area comprised in part of survey plot numbers 1, 3, 9 and Survey Plot numbers 2, 4, 5, 6, 10, 11, 12, 15, 16, 17 and 18 as shown in the plan reproduced below.

Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
6	7	8	9	10
Part of Survey plot numbers 1, 3, 9 and Survey plot numbers 2, 4, 5, 6, 10, 11, 12, 15, 16, 17 and 18 as shown in the plan reproduced below.	12 30 acres	North : Remaining portion of Survey plot number 1, Survey plot number 88 (Road) of Mauza Urdu Bazar. East : Remaining portion of Survey plot No. 1, Survey plot number 160 (Road) of Mauza Kumrapur, Survey plot numbers 379, 19 and 380. South : Survey plot numbers 20, 227, 226, 379, 28, 31, 14, 13 and remaining portion of Survey plot number 9. West : Survey plot numbers 7, 8 and remaining portion of Survey plot number 1.	Official Trustees	Imambara under religious use.

**SITE PLAN OF HAZARDUARI PALACE AND IMAMBARA  
AT  
KELLA NEZAMAT (MURSHIDABAD)**



[No. 2/15/73-M]

M. N. DESHPANDE, Director General and Ex-Officio Jt. Secy.

संचार मंत्रालय

(डाक-तार बोर्ड)

नई दिल्ली 3 मई, 1978

क्रा० प्रा० 1380.—स्थायी प्रादेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कोटद्वारा टेलीफोन केन्द्र में दिनांक 1-6-78 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-3/78 पी० एच० बी०]

प्रार० सी० कटारिया, सहायक महानिदेशक (पी० एच० बी०)

MINISTRY OF COMMUNICATIONS

(P&amp;T Board)

New Delhi, the 3rd May, 1978

S.O. 1380.—In pursuance of para(a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1-6-1978 as the date on which the Measured Rate System will be introduced in Kotdwara Telephone Exchange, U.P. Circle.

[No. 5-3/78-PHB]

R. C. KATARIA, Asstt. Director General (PHB)



## श्रम मंत्रालय

## आदेश

नई दिल्ली, 15 मार्च, 1978

का०आ० 1381—मनिद श्रमिक (नियमन और उत्पादन) अधिनियम, 1970 (1970 का 37) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार सहायक श्रमायुक्त (केन्द्रीय), आदिपुर को, जो सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अध्याय-3 के प्रयोजनों के लिए रजिस्ट्रीकर्ता अधिकारी नियुक्त करती है, जो राजस्थान और गुजरात राज्यों में अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा या उसके अधीन रजिस्ट्री कर्ता अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेगे और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 1614 तारीख 25 मार्च, 1976 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के नीचे अनुसूची में क्रमांक 4 के सामने स्तम्भ 2 में वर्तमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि पुनः स्थापित की जाएगी, अर्थात् :—

“सहायक श्रमायुक्त (केन्द्रीय), आदिपुर”.

[संख्या एम-16025(8)/75-एल० डब्ल्यू०]

## MINISTRY OF LABOUR

## ORDER

New Delhi, the 15th March, 1978

S.O. 1381—In exercise of the powers conferred by section 6 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), the Central Government hereby appoints the Assistant Labour Commissioner (Central) Adipur, being Gazetted Officer of Government, to be registering officer for the purposes of Chapter III of the said Act, who shall exercise the powers conferred on registering officers by or under the said Act within the local limits of his jurisdiction in the States of Rajasthan and Gujarat and makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 1614 dated the 25th March, 1976, namely :—

In the Schedule below the said notification, against serial No. 4, for the existing entry in column 2, the following entry shall be substituted, namely :—

“Assistant Labour Commissioner (Central), Adipur.”

[No. S. 16025(8)/75-LW]

## आदेश

का०आ० 1382—सविद् श्रमिक (नियमन और उत्पादन) अधिनियम, 1970 (1970 का 37) की धारा 11 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार सहायक श्रमायुक्त (केन्द्रीय), आदिपुर को, जो सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अध्याय-4 के प्रयोजनों के लिए अनुज्ञापन, अधिकारी नियुक्त करती है, जो राजस्थान और गुजरात राज्यों में, अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा या उसके अधीन अनुज्ञापन अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 1615, तारीख 23 अप्रैल, 1976 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के नीचे, अनुसूची में क्रमांक 4 के सामने, स्तम्भ (2) में वर्तमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि पुनः स्थापित की जाएगी, अर्थात् :—

“सहायक श्रमायुक्त (केन्द्रीय), आदिपुर.”

[सं० एम० 16025/8/75-एल० डब्ल्यू०]

के० डी० गांधी, अव्वर सचिव

## ORDER

S.O. 1382.—In exercise of the powers conferred by section 11 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), the Central Government hereby appoints the Assistant Labour Commissioner (Central), Adipur, being Gazetted Officer of Government, to be licensing officer for the purposes of Chapter IV of the said Act, who shall exercise of the powers conferred on licensing officers by or under the said Act within the local limits of his jurisdiction in the States of Rajasthan and Gujarat and makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 1615 dated the 23rd April, 1976, namely :—

In the Schedule below, the said notification, against serial No. 4, for the existing entry in column (2), the following entry shall be substituted, namely :—

“Assistant Labour Commissioner (Central), Adipur.”

[No. S-16025(8)/75-LW]

K. D. GANDHI, Under Secy.

नई दिल्ली, 13 अप्रैल, 1978

का०आ० 1383.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेवखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० क-12031/1/74-एम II तारीख 24 अगस्त, 1974 को अधिग्रहण करते हुए, निम्नसारणी के स्तम्भ (1) में उल्लिखित अधिकारियों को जो सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के प्रयोजनार्थ सम्पदा अधिकारी नियुक्त करती है, जो उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन, उक्त सारणी के स्तम्भ (2) में तत्सम्बन्धी प्रविष्टि विनिर्दिष्ट सरकारी स्थानों की बाबत करेगा :

## सारणी

अधिकारी का पदनाम	सरकारी स्थानों के प्रवर्ग और अधिकार-क्षेत्र की स्थानीय सीमाएं
(1)	(2)
(1) कल्याण आयुक्त, जबलपुर	मध्य-प्रदेश, महाराष्ट्र, राजस्थान और आन्ध्र-प्रदेश राज्यों में स्थित और कोयला खान श्रम कल्याण संगठन के, या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए या अधिगृहीत परिसर।

[सं० ए-12031/1/74-एम-II]

पी० के० सेन, अव्वर सचिव

New Delhi, the 13th April, 1978

S.O. 1383.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupant) Act, 1971 (40 of 1971), and in supersession of the notification of Government of India in the Ministry of Labour No. A-12031/1/74-MII, dated the 24th August, 1974, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being gazetted officer of the Government to be Estate Officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officers by or under the said Act within the local limits of his

jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table:—

TABLE

Designation of the Officer	Categories of public premises and local limits of jurisdiction
(1)	(2)
(1) Welfare Commissioner, Jabalpur.	Premises belonging to or taken on lease or requisitioned by, or on behalf of the Coal Mines Labour Welfare Organisation and situated in the States of of Madhya Pradesh, Maharashtra, Rajasthan and Andhra Pradesh.

[No. A-12031/1/74-MII]  
P. K. SEN, Under Secy.

New Delhi, the 27th/28th April, 1978

**S.O. 1384.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relations to the management of the Food Corporation of India, Nagpur and their workmen, which was received by the Central Government on the 25th April, 1978.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—  
CUM-LABOUR COURT, JABALPUR (M. P.)**

**PRESENT:**

Shri S. N. Johari. B. Sc., LL. M., PRESIDING OFFICER.

**Case No. CGIT/LC(R) (15) of 1977**

**PARTIES:**

Employers in relation to the Management of Food Corporation of India, Nagpur and their Workmen through the Secretary, Food Corporation of India Employees Union, Chunna Bhatti Road, Nagpur (M. S.)

**APPEARANCES:**

For Management—Shri Prabhakar Rao.

For Workmen—Shri N. S. Shukla.

**INDUSTRY:** Food Corporation **DISTRICT:** Nagpur (M.S.)

**AWARD**

Dated: April, 18, 1978

This is a reference made on 6th August, 1967 by the Government of India in the Ministry of Labour vide its Order No. L-42011(21)/76-D. II (B) for the adjudication of the following industrial dispute raised by the Food Corporation of India Employees Union, Chunabhatti, Nagpur:—

“Whether the demands of the casual workmen employed by the Food Corporation of India, Nagpur for (a) regularisation in service of the workmen who have put in attendance of 240 days or more during the period of 12 months, and (b) increase in daily rates of wages to Rs. 4.95 with effect from the 23rd September, 1974 instead of from the 1st October, 1976, are justified? If so, to what relief are the said workmen entitled?”

2. It is not disputed that the Food Corporation of India has its office at Nagpur. It has certain regular employees. While a number of casual labourers are engaged every day for doing the various jobs in and outside the godowns with respect to the

storage of foodgrains etc. These casual labourers were previously supplied by the contractor and at that time the contractor used to pay them @ Rs. 3 per day. When the contract labour system was abolished these casual labourers began to be employed directly by the Management and the Corporation started paying them @ Rs. 3.20 per day. With effect from 1/10/1975 the wages of these casual labourers were increased to Rs. 4.68 per day in order to bring them at par with the unskilled workmen of C. P. W. D. at Nagpur. Subsequently with effect from 1/10/1976 this wage was again revised and was raised to Rs. 4.95 per day. Since then these casual workmen are being employed on that wage.

3. It is again not disputed that some of these casual workmen do the work of peon, messenger or daftari in the office. Some of them are employed for closing of rolling shutters or godowns which are opened and closed every day. They do the work of cleaning alleyways around the foodgrain stacks inside the godowns, collecting the grains and spillage through holes and cuts in the bags. The different varieties then get mixed up and they have to be separately picked by these casual labourers. They are employed for filling the bags, for stitching their mouths and for lifting, carrying and stacking the bags in the orderly manner. They clean the surroundings of the godowns and roads and remove the grass and bushes etc. in the premises of the depot. They carry dunnage materials such as wooden crates, bamboo mats, polythene rolls from stores to godowns and vice versa. They spread the crates, bamboo mats and polythene rolls according to the stack plan for the receipt of the foodgrains as well as for removing dunnage materials. The torn out and bleeding bags are stitched. They carry fumigation covers, cap covers and put them on the foodgrain stacks and vice versa and tie ropes on the cap covers as per requirements. They carry buckets and foot pumps, fogging machines, power spars from godown and back to the godowns for the purpose of fumigation and spraying. The bags affected by water are removed and cut and the damaged grain is taken out from them. It is spread over for drying and after that these casual labourers fill the bags over again, stitch their mouths and stack them back in an orderly manner. They clean the wagon before loading of the foodgrains and collect the spillage from wagon trucks and the other loading and unloading points. These and such other duties are being performed by these casual labourers.

4. It is also not disputed that Mathadi Hamals of the area have been given wages @ Rs. 4.95 per day with effect from 23rd September 1974. While these casual labourers have been given that rate with effect from 1/10/1976 as said above, undisputedly 38 of these 40 casual workers listed in Ex. W/5 have completed more than 240 days intermittent working.

5. The Union's case is that all the aforesaid work done by these casual labourers is of perennial nature and this is obvious from the fact that these labourers had been doing it for years together. They, therefore, claim for being absorbed as regular workmen on monthly wages. For that the Union has projected the criteria that these labourers who have completed 240 days of intermittent attendance should be regularised and absorbed in the regulatire cadre. The other demand is that since the hike in daily wage @ Rs. 4.95 was given to Mathadi Hamals with effect from 23rd September 1974 these casual labourers should also be given the hike retrospectively from that day as there is no ground for discriminating between the two types of labourers, both of them being not the regular workers of the Corporation.

6. The case of the Management is that these casual workers are not engaged for doing the regular type of work. By the very nature of the functions assigned to the Corporation specially those mentioned above they are seasonal and fluctuating and vary as the procurement and import policy varies. During the season when the foodgrains are threshed out for being stored the work increases and more number of labourers have to be employed. At present due to the abundance of foodgrains in this country the Government has stopped imports and, therefore, the Corporation is facing problem of retrenching the staff. There is thus no occasion for regularising these casual labourers. In any case mere working for 240 days does not, under any law whatsoever, give any right to these workmen to claim absorption and regularisation in the service. As for the second point of hike with retrospective effect the management has said that the Mathadi Hamals stand on a very different footing. These casual labourers cannot be paid at that rate from that date simply on the

analogy of Mathadi Hammals when in fact they had never before raised the demand. These casual labourers could not be the members of the Food Corporation of India Employees Union which is intended only for the regular employees of Food Corporation of India which are governed by the Food Corporation of India (Staff) Regulation, 1971. There is no community of interest between the Union and the casual labourers hence the Union has no locus standi to raise the dispute. The dispute if any thus remains only an individual dispute and it cannot assume the shape of industrial dispute, simply because the union has unauthorisedly sponsored it.

7. The Union has submitted their Rules and Regulations. According to Rule 4 of the same the aim and object of the Union shall be 'to unite and organise the employees of Food Corporation of India'. The word 'employee' is wide enough to include the casual labourers also. Similarly according to Rule 5 the membership of the Union is open to 'any employee' of the Food Corporation of India in 'any capacity below the level of Deputy Manager'. Thus it goes without saying that the membership of the Union can be extended to the casual labourers also and the objection raised by the management that it should be confined only to those persons who are governed by the Food Corporation of India Regulations has no force. The casual labourers are also the workmen within the meaning of Sec. 2 (s) of the I. D. Act and, therefore, the Union is quite competent to raise their dispute. Moreover, the regular employees of the Corporation are vitally interested in seeing that the strength of the regular staff is increased and the casual labourers who have continuously worked for a long number of years are absorbed in it. There is, therefore, no force in the legal objections so raised by the Management.

8. This brings us to the first demand which raises the question of absorption of the casual labourers as regular employees. The criteria of 240 days working in a span of one year which has been fixed under Industrial Disputes Act has been so fixed for raising a fiction of continuous service which gives the workmen certain rights to notice and retrenchment compensation and they can press that the retrenchment should be on the basis of 'last come first go' rule. Besides that even the Industrial Disputes Act nowhere envisages that those casual workers who have completed 240 days of employment should be absorbed as regular workers whether or not regular posts are sanctioned. This criteria of 240 days appears to have crept into the thinking of the Union because of the letter dated 3rd October, 1977 issued by the Head Office of the Corporation (Ex. W-4) which wanted to consider the question of regularising the casual workers and for that they demanded certain statistics in the proforma, item No. 5 of which wants the total number of employees who have completed 2 years service with 240 days wages each year etc. This is only an information required by the Head Office for coming to a decision as to how many posts should be created, what policy should be adopted and what criteria should be fixed for absorbing casual labourers. Simply by calling such an information on the proforma it does not become a fact accomplish nor it gives birth to any such principle of industrial jurisprudence as may make it obligatory upon the management to absorb and regularise all or any of the casual workmen simply because they have completed 240 days of attendance in a span of one year from the date on which the question of absorption comes before it for consideration.

9. There is thus neither legal nor moral justification for the demand of absorption based simply on completion of 240 days service in a year. For absorbing the casual labourers there should at first be :

- (i) Study of the work which will be of perennial nature ; i.e. even if fluctuating or seasonal the least work that shall be necessary to be performed all round the year. Least number of persons necessarily required to be employed each day for smooth running of the industry may also be a relevant factor in that respect,
- (ii) Studying financial implications of creating posts in regular cadre having in view the disciplinary and other administrative aspects,
- (iii) Creation of regular posts in a time scale having in view the budgetary position and its potentialities,

(iv) Evolving criteria for absorption of casual labourers on such posts including the prescribing of minimum physical and/or educational qualifications ; and

(v) Screening the casual labourers by a selection committee for suitability giving them the benefit of age relaxation and priority consideration.

It is only after passing through these stages that the question of absorption can be properly shaped. Present reference is not so widely worded as to permit this Tribunal to delve deep into these questions.

10. This Tribunal has, therefore, to confine its deliberations on the question of absorption vis-a-vis the present sanctioned strength.

11. The chart Ex. A prepared and filed by the management at my instance, goes to show that the least number of workers engaged was 32 on 23rd March, 1976 while the highest number was of 100 casual labourers employed on 6th August, 1977. The chart further goes to show that, from March to June 1976 generally less than 50 casual labourers were employed. From July 1976 onwards till May 1977 mostly between 50-60 casual labourers were employed. From June 1977 to December 1977, generally 65-85 labourers were employed. The first two months of the years 1978 show a slight decline. This indicates that though the need is fluctuating one yet at least 32 labourers is the every day least basic need. On no working day less than 32 labourers were ever engaged by the Corporation as casual workers. Besides the chart this fact is further corroborated by the statement of Shri S. S. Ghanorkar, Assistant Manager of the Depot at Nagpur who is Assistant Manager (Labour) also that except on some rare occasion at least 40 casual labourers were employed every day by the Corporation for doing the work. He has stated that every day about 25 casual labourers are employed for technical section (preservation and fumigation) 12 casual labourers for godown and allied work and 6 or 7 for office work.

12. The statement of Shri S. S. Ghanorkar, needs some critical scrutiny. According to Appendix to the Staff Regulations class III and Senior Officers above them, are hardly 15 to 20 at a depot. For such a poor strength 6 or 7 class IV servants (Daftari and peons) are not required in the office. Thus even if 6 or 7 casual labourers are every day employed for office work that may amount to too luxurious a number in the face of already one Daftari and one Peon already working under that regular sanctioned strength. Hardly one or two additional posts of peons may suffice after proper work study of dusting the tables, cleaning the office, carrying of office files and such other miscellaneous work.

13. There are about 240 shutters of the godowns to be opened and closed every day. Two persons are employed for that work. They take one hour in the morning and one hour in the evening for completing that job and during the rest of the day they are utilised for other work in the godown vide statement of Shri Ravindra Kishan Shende, W.W. 2. Judging from this sample survey of actual requirement the number of regular posts which actually need be created may even be much less than 32.

14. However, as said above it is beyond the scope of present reference to propose as to how many regular posts should be created. There is no evidence that any of the regular sanctioned class IV post is lying vacant and Casual Labour is being utilised to do that work under the circumstances the demand for regularisation is premature and not justified.

15. As for the second demand there can be no education with Mathadi Hamals. These are the two defined classes and the classification is based on various reasonable factors with a historical background. Mathadi Hamals are governed by Maharashtra Act No. 30 of 1969 and by Regulations framed under it. There is a regular channel of registration and employment etc. Whereas no such Act or Regulations govern the service conditions of casual labourers. Admittedly Mathadi Hamals were granted wages @ 4.95 with effect from 23rd September, 1975. At that time the casual labourers were being paid @ 4.68 having been equated with the C.P.W.D. unskilled labourers. In spite of this difference existing between these two classes of labourers on that date no demand was raised either by this Union or by the casual labourers collectively that the increase to 4.68 was not acceptable to them and their wages should be equated with the Mathadi Hamals. When there was no demand there is no

justification for now seeking retrospective effect to be given to the wage increase that has been granted with effect from 1-10-1976. There is no evidence that prior to 1-10-1976 any such demand was raised by the Union. Therefore I am of the view that there is no justification for the demand of the grant of wages @ 4.95 to be given retrospective effect from 23rd September, 1974 simply because while sanctioning the present rate the management gave a reason that this 4.95 should be calculated on the same basis on which the wages of Mathadi Hamals were fixed. By so writing the management was only drawing a superficial analogy for giving a basis for coming to that figure. That writing does not create any vested right in the casual labourers to be put at par with Mathadi Hamals in all respects specially with respect to the date from which the wage of Rs. 4.95 was sanctioned to them.

16. For the reasons stated both the demands of the Union appear to be having no content of justification. The reference is answered accordingly.

18th April, 1978.

S. N. JOHRI, Presiding Officer

[No. L-42011(21)/76-D.II(B)]

New Delhi, the 28th April, 1978

**S.O. 1385.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relations to the management of Messrs Dehri Rohtas Light Railway Company Limited and their workmen, which was received by the Central Government on the 25th April, 1978.

**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT NO. 3, DHANBAD**

**Reference No. 6 of 1975**

**PRESENT :**

Shri S. R. Sinha, Presiding Officer

**PARTIES :**

Employers in relation to the management of M/s. Dehri Rohtas Light Railway Co. Ltd., Dalmianagar (Dt. Rohtas).

**AND**

Their workmen.

**APPEARANCES :**

For Employers—Shri I. N. P. Sinha, Advocate.

For Workmen—(1) Shri R. N. Pandey, Advocate on behalf of D. R. L. Rly. Employees Union.

(2) Shri J. Kishan, Advocate on behalf of D. R. L. Rly. Shramik Sangh.

(3) Secretary, D. R. L. Rly. Mazdoor Seva Sangh.

INDUSTRY : Railway.

STATE : Bihar

Dated, the 19th April, 1978

**AWARD**

This is a reference U/S 10(1)(d) of the Industrial Disputes Act, 1947, by the Government of India, Ministry of Labour under Order No. L-41011/(1)/75-D.2(B) dated the 22nd February 1975. The schedule is extracted below :—

**SCHEDULE**

- (1) Whether the demand of the workmen of M/s. Dehri Rohtas Light Railway Co Ltd., for further increase in Dearness Allowance is justified and, if so, to what extent and from what date ?
- (2) Whether having regard to the recommendations of the Third Pay Commission for Railway employees the demand of the workmen of M/s. Dehri Rohtas Light Railway Co. Ltd., for revision of scales of pay is justified and, if so, what should be the revised scales of pay and the date from which it should take effect ?

2. It appears from the record that there was a conciliation proceeding before the A.I.C.(C), Patna, and when it failed he submitted his failure report on the 24-12-74, to the Secretary, Govt. of the India, Ministry of Labour and thereafter the present reference was made.

3. Prior to this reference there was Reference No. 6 of 1973 which was referred to the Industrial Tribunal No. 1, Dhanbad, and the point in issue was demand of the Dehri Rohtas Light Railway Employees Union for revision of the wage structure. There was a settlement between the parties on 15-4-73 during the pendency of the reference and thereafter a joint petition of compromise was filed and the Tribunal found that the terms of settlement were fair and reasonable. Accordingly the settlement was accepted and an award was passed incorporating the same and the memorandum of settlement was made a part of the award. That was published in the Gazette of India on 21-5-73 as provided U/S 17 of the Industrial Disputes Act, 1947. The award published in the Gazette is Ext. M-2. By means of this award rate of dearness allowance effective from 1-4-73 against each slab of salary was fixed and the matter concerning grade was postponed till the decision of the Govt. of India on Third Pay Commission's report concerning grades was known. It was also stipulated therein that thereafter the matter would be discussed in detail between the parties considering the special problems of the Dehri Rohtas Light Railway Co. Ltd., regarding working etc. and then they would arrive at an understanding after making such adjustments as might be found necessary in the light of the above discussion. It was also agreed between the parties that during the pendency of the agreement but subject to the minimum period of three years complete industrial peace would be maintained. The memorandum of settlement which formed a part of the award is Ext. W-1/4.

4. It would, thus, appear that so far as dearness allowance is concerned, it was fixed according to the agreement between the parties and the matter of grade was left to be discussed and determined after the decision of the Govt. of India on Third Pay Commission's report. Although the parties had agreed that industrial peace shall be maintained for a minimum period of three years i.e. upto 14-4-76, strike notice was given when in spite of several letters written to the Secretary of the Dehri Rohtas Light Railway Co. Ltd., Ext. W-3 to W-3/4, the pay scales of the Third Pay Commission applicable to the State Railways were not implemented by this Railway. Thereafter, conciliation proceeding started and as I have said earlier on receipt of the failure the present reference was made.

5. If we refer to the schedule of reference we will find that the points which were there in the previous reference have again been referred to in the present reference, namely, further increase in dearness allowance and revision of scales of pay. Accordingly, a preliminary objection was taken on behalf of the management that in view of the settlement dated 15-4-73 regarding the rate of dearness allowance payable with effect from 1-4-73 and in view of clause (e) of Demand No. 1 of the settlement whether it was within the competence of the appropriate Govt. to include those items in the present reference as the award which incorporated the terms of settlement was still subsisting and legally binding on the parties. The two points were considered by me and I came to hold that any reference with regard to the dearness allowance was incompetent and could not be considered by the Tribunal as the matter had been decided in the award in Reference No. 6 of 1973. Regarding the second objection of the management, I came to the conclusion after considering the law on the point that the award in the previous reference had not been terminated and was binding on the parties. But on the basis of the decision in the case of Technological Institute of Textiles Vs. its workmen and others reported in 1965 II L. L. J. 149, my conclusion was that on the second point regarding revision of pay scale there was no adjudication on merits by the Industrial Tribunal in the previous reference and, therefore, it did not bar a fresh adjudication and the union had a right to raise industrial dispute with regard to the same and the bar of Section 19 would not operate.

6. I also considered Clause 41 of the memorandum of settlement regarding the period during which industrial peace was to be maintained and I came to the conclusion that as there was no adjudication regarding the revision of pay scales and the matter was left open, that bar did not operate as there could have been no intention while entering

into a settlement not to agitate that point for a period of three years even if the scales of pay recommended by the Third Pay Commission as accepted by the Govt. of India had not been implemented.

7. In view of my above findings, in the present reference the workmen of the Dehri Rohtas Light Railway Co., and we are concerned only with the revision of basic wages of not with the dearness allowance applicable to each slab of wages.

8. Case of the management before the Conciliation Officer was that there was no scope to bear the additional heavy financial commitments and after pointing out the circumstances of the Light Railway and comparing the same with those of the State Railways it was said that the management was willing to discuss the matter regarding grades in detail with the union subject to the over-riding consideration that the special problems and the financial position of the Dehri Rohtas Light Railway Co. Ltd., had to be taken into account. A request was made to the A. L. C. to advise the union not to start the strike but to peacefully negotiate with the management and to arrive at a reasonable and just settlement. Ext. M-4 incorporated the comments of the management with regard to the strike notice in which the above facts had been mentioned.

9. Case of the union was that the management of the Dehri Rohtas Light Railway Co. Ltd., had not implemented the recommendations of the Third Pay Commission as accepted by the Govt. of India and made applicable to the State Railways. They further contended that on the basis of the award already passed in Reference No. 6 of 1973 implementation of the recommendations of the Third Pay Commission had been mutually agreed by virtue of a settlement arrived at on 15-4-73 and there was absolutely no justification for the management to go back on the same.

10. In the present reference, besides the objections which I have already decided, the case of the management is that the demand to implement the recommendations of the Third Pay Commission for Railway employees is wholly unjustified due to the special circumstances which are prevailing in the Company's Railway. It is said that it is running over a distance of 67 Kms. only and that too mostly in one direction, namely, carrying limestone from the quarries to Dalmianagar and operating under a severe competition with the road traffic running parallel to the railway track. In such a circumstance this company cannot afford revision of scales of pay as per recommendation of the Third Pay Commission in the State Railways. Because of its critical financial position it is unable to bear the burden involved and for sheer lack of resources no further financial burden can be contemplated. In no way this Railway can reasonably be treated at par with the Indian State Railways. The losses suffered by the company in 1973-74 and 1974-75 totalling to about Rs. 23,50,000 and even in the year 1975 upto the date of the filing of the written statement the losses had mounted upto Rs. 8,46,000. It is further said that the company has been financially crippled due to the unjustified and illegal strike by its workmen for 4 months and 20 days. The steep rise in the prices of coal and lubricants coupled with declining profit earnings have completely upset its economy and if any further financial burden is imposed on it, it will not be in the interest of the continued employment of the workmen. It is submitted that in such a circumstance the present demand is wholly unrealistic and unjustified.

11. Case further is that when the present wage scales etc. or the total pay packet of the workmen of different categories are compared to those obtaining in similar or comparable organisations in the region such as in Arrah Sasaram Light Railway and Fatuah Islampur Light Railway it will appear that those obtaining in the Company's Railway compare favourably and accordingly even on the basis of region-cum-industry formula no case for upward revision is justified. There have been as many as five upward revisions in the scales of Dearness Allowance payable to the employees since September 1960, the latest upward revision being with effect from 1-4-73 under the terms of the settlement of 15-4-73 and therefore any demand for further increase in Dearness Allowance is wholly unjustified in view of the present financial position of the company.

12. Submission accordingly is that the demand of the workmen is not justified and they are entitled to no relief.

13. The dispute has been sponsored by the Dehri Rohtas Light Railway Employees Union and subsequently two other

unions came in the picture and they are Dehri Rohtas Light Railway Mazdoor Seva Sangh and Dehri Rohtas Light Railway Shramik Sangh. Each one of them has filed its written statement but their case is almost identical.

14. It is said on behalf of the Employees Union that the Dehri Rohtas Light Railway Co. Ltd., is a Concern of Sahu Jain Group which has other undertakings at Dalmianagar, namely, cement, paper and others. Formerly wages of the workmen of this railway were being kept at par with that of the workers of cement, paper and sugar industries of Sahu Jain Group and thereafter there were agreements between the management and the union in 1960, 1962, 1965, 1970 & 1973 which are Exts. W-1 to W-1/4 respectively and by the same the wage structure in this Railway was kept at par with the State Railways. There was a reference No. 6 of 1973 which was disposed of in terms of compromise but the management of the Dehri Rohtas Light Railway Co. Ltd., did not implement the recommendations of the Third Pay Commission with respect to the State Railways in spite of repeated demands and then a strike notice was given and conciliation proceedings started. The same, however, failed and thereafter the present reference was made.

15. It is said that while in other concerns of Sahu Jain Group there had been tremendous increase in the wages of the workmen inasmuch as in the cement factory the minimum wage is Rs. 450, in the Dehri Rohtas Light Railway the minimum wage of a workman is Rs. 156 per month. The management had been granted increase in the rates of fare and freight by the Govt. but no increase has been made in the wages of the workmen of this Railway. It is, accordingly, submitted that the minimum wage as per Third Pay Commission @ Rs. 196 plus dearness allowance may be fixed and this demand is justified.

16. The Mazdoor Seva Sangh and Shramik Sangh have filed separate written statement but as I have said earlier points raised are identical to those of the Employees Union and I do not consider it necessary to repeat the same.

17. In support of their case parties have entered into evidence and have examined witnesses and produced documents which I will refer to at the appropriate place. Before proceeding further I may mention that at the close of the argument, learned Advocate for the management, Sri Jagat Narain Prasad Sinha, submitted that they were prepared to give an ad hoc increase of Rs. 25 per month per worker and any further increase would crush the company which would not be in the interest of the workmen themselves. He has suggested ad hoc increase on the basis of his argument that wages included dearness allowance as well and as the revision of the scales of dearness allowance was beyond the scope of this reference, if the basic wage of the workmen was increased there would be a consequential increase in the dearness allowance as well which would be against the award in Reference No. 6 of 1973 as well as against the finding of this Tribunal on the preliminary points raised and decided earlier. I will take up the question of ad hoc increase subsequently and presently I will discuss the points of law that have been raised on behalf of the management by the learned Advocate.

18. Learned Advocate has referred to Section 2(rr) of the Industrial Disputes Act, 1947 and has contended that wages includes dearness allowance and once the dearness allowance has been fixed by an Award on the basis of a settlement arrived at between the parties, there can be no revision of wage structure inasmuch as the revision in basic wages would also be reflected on dearness allowance which will not be legal so long as that award subsists. His argument is that the reference should be an open one and unless that is so on award can be given.

19. If we refer to the memorandum of settlement Ext. W-1/4 we will find that dearness allowance has been fixed in different slabs and if there is revision in the wage structure, particularly in basic wages, dearness allowance applicable to that slab of wages would be applicable and it is not correct to say that any revision of wage structure would also mean revision of dearness allowance.

20. Another argument of learned Advocate is that according to Ext. W-1/4 as per Demand No. 41, industrial peace for three years has to be maintained and unless that settlement is rescinded no fresh demand could have been made on behalf of the workmen and no reference could have been made by the

Govt. He has referred to Section 19 of the Industrial Disputes Act, 1947 and his submission is that so long as the settlement has not been terminated according to the provisions of that section it is binding and no industrial dispute could have been raised.

21. In this very connection he has contended that so far as revision of wage structure is concerned, as per term of settlement embodied in Demand No. 1(e), discussion between the parties was mandatory and that having not been done no industrial dispute could have been raised.

22. I have said above that there was a Reference No. 6 of 1973 in which the parties had arrived at a settlement which was incorporated in Ext. W-1/4 and on the basis of the same the award was passed and the memorandum of settlement was made a part of it. It means that the settlement had merged into award and it has no separate existence of its own. Therefore, I do not think it is correct to say that unless the settlement has been terminated according to law no industrial dispute could have been raised.

23. While dealing with the preliminary point raised by the management I had considered the implications of Demand No. 1(e) and Demand No. 4) and I had said therein that there being no adjudication on the point of scales of wages which was left open as per terms of settlement, it was open to the unions to press for the implementation of the Third Pay Commission's recommendation applicable to State Railways and Demand No. 4) that industrial peace would be maintained for atleast three years was not applicable to it. That there were efforts on behalf of the unions to hold discussions with the management will be clear not only from Ext. W-3 series but also Ext. W-4 series wherein requests were made to implement the recommendations of the Third Pay Commission as applicable to the State Railways but there was no response and no suggestion to discuss the matter across the table. Ext. W-3 is dated 15-2-74 which was followed by Ext. W-3/1 dated 23-2-74 and then there was Ext. W-3/2 dated 23-3-74 and thereafter by means of Ext. W-3/3 dated 11-12-74 strike notice was given and then on 26-12-74 strike was deferred. In all of them requests were made to implement the recommendation of the Third Pay Commission. Thereafter, during the hearing of the reference case, on 31-8-77 by Ext. W-4, a request was made by the Dehri Rohtas Light Railway Shramik Sangh requesting to fix time and date for discussion. Again on 8-10-77 the same union by means of Ext. W-4/1 reiterated its request for discussion. Therefore, it cannot be said that attempts were not made by the union to settle the matter after discussion but it appears that for some reason or the other the management was not prepared for the discussion and nothing was done to avert the ugly situation. Therefore, what is said to be mandatory in the memorandum of settlement as per Demand No. 1(e) was treated as such by the unions and attempts were made to arrive at a settlement which could have been possible but for the unhelpful attitude of the management.

24. Therefore, to me it appears that on none of the grounds urged on behalf of the management the reference can be said to be incompetent and there would be absolutely no difficulty in fixing the basic wages of the workmen when the scales of Dearness allowance has already been fixed and which will remain operative at least for the period the award subsists and for three years from the date of the settlement. The other fringe benefits like Travelling Allowance, House Rent Allowance, Medical Allowance etc. which are being paid by the management of the Light Railway are beyond the scope of this reference and the present revision if made will not be applicable to them and they will remain at the amount and the rate at which they are existing at present.

25. That being the position, it is not at all necessary to order for ad hoc increase in the basic wages of the workmen and that part of the argument of the learned Advocate for the management is not at all sustainable.

26. It has next been argued that the demand is beyond the terms of reference. It is said that while the unions ask for revision of wage structure according to the recommendations of the Third Pay Commission, the reference is to consider its justifiability. I do not think there is any incompatibility between the terms of reference and the demand. When a demand has been raised to revise the wage structure according to the recommendations of the Third Pay Commission, reference has been made to adjudicate if the same is justified. Unless that demand had been made no reference could also have been made.

27. Regarding the revision of wages on the line of the State Railways argument on behalf of the workmen is that when there has been rise in pay scales of Officers, Clerks and Supervisory Staff, there is no reason why there should be no rise in the rate of wages of the workmen of the Dehri Rohtas Light Railway Co. In support of the contention it is further said that the company has purchased Siding in 1972-73, has purchased Holiday Home at Massouie in 1971, has purchased Bank Firm in 1970 and has established an ancillary company 'Earth Udyog' in 1971 and all these could not have been possible if the company had not been prosperous. In this connection it is submitted that the balance sheet of different years Exts. M-3 to M-3/10 had not given the correct picture and it is surprising that since after 1973 there had been progressive decrease in the profit of the company although freight and fare had been increased.

28. It has been argued that by virtue of Ext. W-1 to W-1/3, the Agreements, implementation of pay scales of State Railways is a part and parcel of service condition of workmen and that it is so will be apparent from Ext. W-5 dated 4-9-74, Ext. W-6 dated 19-9-74, Ext. W-7 dated 1-10-74 and Ext. W-8 dated 14-10-74.

29. Contention further is that in the other industries of the Sahu Jain Group there had been tremendous rise in pay packet and that should also be taken into consideration in the revision of wages of the workmen of the Dehri Rohtas Light Railway Co.

30. WW-2 has said that there are 24 categories of employees in the Railway and since 1962 there has been no increase in the pay scale of any category. He says further that the scales of officers have been revised. Evidence of WW-4 is that during the pendency of Reference No. 6 of 1973 Sri P. K. Sinha, Sri R. S. Raman, Sri Bimal Sharma, Sri B.N. Dubey, Sri Sukhmal Prasad Jain and Sri Indrajit Prasad were upgraded although already they had been upgraded after 1973. Previously they were in the scale of Rs. 310 but thereafter they were put in the pay scale of Rs. 900. He has further said that there were 9 Supervisors at the time of settlement of 1962 and there were 8 Officers whereas at present there are 5 Supervisors and 27 Officers. That there had been increase in the salary of officers is admitted by MW-1, MW-2 and also by MW-4. MW-2 had stated at page 5 that wages of workmen of the company have been revised twice or thrice since he has joined and it appears that he joined in 1966. He says further that the last revision was either in 1972 or 1973 and according to that the minimum basic salary has been fixed at Rs. 156. But MW-16 says at page 6 that in the Dehri Rohtas Light Railway after the agreement of 1960 there was a revision of wage structure in 1962 and since thereafter there had been no revision.

31. It is thus clear that whereas the pay scales of officers and clerks have been increased from time to time, the workmen of the Dehri Rohtas Light Railway Co. have not been given any increase since after 1962. According to MW-6 besides the wages the Dehri Rohtas Light Railway gives soap, soda, uniform and medicines to its workmen and also Railway Passes and P.T.Os. He says further that the management pays gratuity and bonus according to Bonus Act and there is also provision for provident fund. As regards house rent allowance, he says that it is payable only to those staff who are in the employment of the railway from before 1962 and they will be about 50 per cent to 60 per cent of the total strength of the workers. His evidence also is that overtime allowance is also paid and when they go out they get T. A. if they travel beyond 8 Kms and they also get F. A. when they go on the line maintained by the Dehri Rohtas Light Railway which is known as home line. He says that the company also gives incentive allowance which is not separately noted in the balance sheet, rather, it is included in the salaries and wages. He, however, admits that these fringe benefits are available in other industries as well as in other railways.

32. On behalf of the management it has been contended that increase in the salary of officers and supervisory staff is a matter of no consideration in this reference where we are only concerned with the implementation of the recommendations of the Third Pay Commission as applicable to the



railways. Submission is that the increase in the salary of officers and others will not by itself warrant a conclusion that the wage structure of the workmen of the Light Railway should be revised.

33. It is true that this will not be the only consideration for revision of wage structure of the workmen of the Light Railway, but certainly it is a circumstance to indicate that it there had been any revision in the scale of pay of officers and others why there should not be an increase in the wages of the workmen. This is a matter which has to be kept in view in considering the justifiability of the demand of the workmen, particularly because according to MW-1 it was in 1976 that his grade was revised and also of other officers.

34. So far as the purchases are concerned they were all before close of the financial year 1972-73 and it appears from the balance sheet that the company started running in loss with the year ending 31-3-74. In that view of the matter, the different purchases made by the company and the establishment of the Farth Udyog in 1971 are not very much material for our purpose. As for the revision of the wage structure we will have to take into consideration the financial condition of the company as it stood at the time of reference and subsequently thereafter.

35. It is well known that the ultimate aim is to give living wage to a workman but that would come only with the overall prosperity in the country "when the standard of life of the labour can be progressively raised from the stage of minimum wage, passing through need-found wage, fair wage to living wage (Hindustan Antibiotics Ltd., Vs. their workmen 1967 (I) L.L.J. 114 S.C.). Between living wage and minimum wage there is the fair wage and it is a "mean between the living wage and the minimum wage" (Express Newspaper (P) Ltd., Vs. Union of India 1961 (I) L.L.J. 339). So far as minimum wage is concerned in the Hindustan Times Ltd., Vs. their workmen 1963 (I) L.L.J. 108 it has been said that "at the bottom of the ladder, there is the minimum basic wage which the employer of any industrial labour must pay in order to be allowed to continue an industry". In the same case it has been observed that ".....whereas for bare minimum of subsistence wage would have to be fixed irrespective of the capacity of the industry to pay, the minimum wage thus contemplated postulates the capacity of the industry to pay and no fixation of wages which ignores this essential factor of the capacity of the industry to pay would ever be supported. In Kamani Metals and Alloys Ltd., Vs. their workmen 1967 (II) L.L.J. 55 it has been stated that "minimum wage which, in any event must be paid irrespective of the extent of profits, the financial condition of the establishment or the availability of the workmen on lower wages. This minimum wage is independent of the kind of industry and applies alike to big or small. It states the lowest limit below which wages cannot be allowed to sink in all humanity". Therefore, what we find is that the bare minimum subsistence wages would have to be fixed irrespective of the capacity of industry to pay. In other words it is the first charge on the industry.

36. In the instant case what we find is that there had been no revision in the wages of workmen since after 1962 and in the consumer price index there had been steep rise. The dearness allowance was no doubt revised by an agreement but that cannot meet the present day minimum requirements of a workman. Undoubtedly, therefore, they are entitled to the revision of their wages and so far as the minimum is concerned capacity of the industry to pay is of no consequence.

37. On behalf of the management it is said that in view of mounting losses since the close of the year 1973-74 any extra financial burden would be detrimental not only to the interest of the company but also to the workmen and for this purpose quite a good number of witnesses have been examined and reliance has also been placed on the balance sheet. Evidence has been led that for want of finance maintenance of wagons and engines as well as of tracks has been far below the required minimum. Losses are attributed to the increase in road traffic and also to the rise in price of spare parts as well as coal and lubricants.

38. MW-1 is a Civil Engineer in the Dehri Rohtas Light Railway. His evidence is that the company has not been able to make any replacement of slippers and ballast on account of

paucity of funds and he says that the approximate cost of replacement needed upto date will be about 7 lacs. He has proved Ext. M-1/1, letter of the Additional Commissioner of Railway Safety, Govt. of India. This report was received in March '77. With regard to bridges the note says that in Bridge No 224 the central portion of the barrel has subsided but the joints have been made up with the cement mortar. Regarding track renewals the report shows that the net arrear with regard to the slippers is 11308 and for ballasts it is 1,42,007 cft. It also gives the incidence of loco failures during the last six months. According to him the necessity for replacement is much more than suggested in this letter of the Additional Commissioner.

39. MW-2 is a Mechanical Engineer attached to this Railway and is responsible for loco maintenance, wagon maintenance and planning side of the mechanical section. He joined in January '66 and says that Dehri Rohtas Light Railway has not purchased any new engine since after that year. His evidence is that only old engines have been purchased on account of financial difficulties as the cost of new engines is very high. Cost of new diesel locomotive engine is about Rs. 30 lacs. According to him condition of engine is not satisfactory at present and they do not have spare parts to replace the old and worn out parts of the engine. His explanation is that due to financial difficulties the company is not able to purchase the spare parts. Speaking about wagons he says that their condition is not also satisfactory and about 100 are stable. According to him repair of 100 wagons will cost about Rs. 6 lacs. His estimate is that in the year 1977-78 besides the stable wagons it is necessary to repair 354 wagons more. According to him the cost of periodical overhauling of engines will cost 3.9 lacs which is to be done in 1977-78 including engine repair which is in arrear. But he admits that he has not filed any paper showing the expected cost of repairs of the engines and wagons. He has, however, mentioned about the letter dated 1-11-77 addressed to the Secretary to the Govt. of India, Ministry of Labour by the Secretary, Dehri Rohtas Light Railway wherein a chart has been given showing the condition of slippers, ballasts, locomotives and wagons and the approximate cost of repairs.

40. MW-3 is the Traffic Manager who joined the company in September '73. His evidence is that number of wagons on track has declined since 1973. He says that the carriage of limestone is the main source of income of this railway and passenger traffic as well as carriage of cement are the two other subsidiaries which keep the wagons and coaches moving. The booking of passengers has gone down by 50 per cent and this is because of the fact that more buses have been introduced on the roads running parallel to the track. According to him this decrease in booking of passengers is also responsible for decline in the earning of the railway. He says further that the traffic has deteriorated since he has joined and the reason is that production in the quarries has gone down. The main company which indents limestone from the quarry is Parswa Properties Ltd., and it is not putting indent for limestone in sufficient quantity to keep the wagons moving. His evidence also is that number of wagons on track has declined since 1973 and even if demand for limestone be there it is not possible for the company to supply adequate number of wagons because of the fact that they are unfit and the company is not in a position to repair or replace them on account of financial decrease. In 1975 the company had approached the Chairman of the Regional Transport Authority to reduce the number of trucks and buses on the road running parallel to the track. At times the Dehri Rohtas Light Railway carries limestone from B.M.C. quarries to foreign railway also but the quantity is very small. He says that Kachwar, B.M.C. and Parswa Properties Ltd., are the three main quarries from where limestone is transported. On looking to the balance sheets of 1974-75 and 1975-76 at page 6, table 3 the witness says that there had been increase in the volume of goods traffic in 1975-76 as compared to 1974-75. In 1975 there was a strike and it was not possible to move the goods traffic in that year and that explains the increase in 1975-76. According to him as the strike was from 1-1-75 to 10th June or July of that year the duration of strike was again in 1975-76 than in 1974-75 and even after the strike was over it took about a month or so to normalise the traffic. On looking to the balance sheet for the year 1976-77 at page 6, Table 3 the witness says that the volume of traffic has slightly increased in 1976-77 and it was because there was no strike. He explains that the increase in the earning of the company was on account of the fact that there was increase in freight and fare.

41. The other witness on the point is MW-4 the Accounts Officer of the Dehri Rohtas Light Railway. He joined the company in November, 1964. He is aware of the financial condition of the company and according to him it is precarious as it is incurring losses since long. He has proved the Balance Sheet, Exts. M-3 to M-3/10 and with reference to the Balance Sheet for the financial year ending 31st March, 1974, he says that the company started running in loss with the close of that financial year. He explains that the progressive decrease in the revenue of the company is because of the fact that the traffic in goods have gone down and the prices of materials required for repairs and of coal etc. have gone up. With reference to the Balance Sheet of the year ending March, 1974, he says that no dividend has been paid to the share holders as the company was running in loss. According to him by the purchase of the Rohtas Pipradih siding the company earned a total profit of Rs. 30 lacs in five years, but in spite of the same there is loss every year. He further says that the company had shares worth Rs. 15 lacs with Jessop & Co., and when it was taken over by the Govt. price was fixed at Rs. 30 lacs and thus the Dehri Rohtas Light Railway got Rs. 15 lacs more than the amount in the share invested; but in spite of this the losses are mounting. He refers to the Balance Sheet of the year 1969-70 and 1970-71 and says that the amount which was given to the Railway Company was shown in the Balance Sheet for the year ending 31st March, 1970 at page 17.

42. He speaks about deduction on account of depreciation value, calculation of capital reserve, explains gross block mentioned in the Balance Sheet which according to him means gross value of fixed assets which are permanent assets and are used again and again in manufacture and says that every year value of the gross block as mentioned in the Balance Sheet decreases and depreciation value is calculated as provided under Income Tax Rules. This depreciated value is taken out from the gross block and that leaves behind the net amount of the value of the fixed assets on a particular date. He explains as to why upto the year ending 31st March, 1977, depreciation on fixed assets had not been shown and why depreciation on fixed assets at page 19 of the Balance Sheet of 1976-77 in item No. 5 of the note has been shown and says this was done because in these 3 years from 1974 to 1977 on account of heavy losses of the company this amount was not provided upto the year ending 31st March, 1977. His evidence is that because of the financial position the company has not been able to pay the salary and wages to the workmen and their uniform etc. in time. Stores and spare parts could not be purchased for paucity of funds.

43. On coming to MW-6, the establishment Clerk in the Dehri Rohtas Light Railway, I find that he has proved Exts. M-6 to M-11, statements of total pay packet to each category of workmen of Dehri Rohtas Light Railway, of the Arrah Sasaram Light Railway, of the Rohtas Industries, the present wage structure of the Rohtas Industries and the wage structure, grades, dearness allowances and house rent allowances applicable to the workmen of Dehri Rohtas Light Railway Co. Ltd., in the year 1960.

44. According to him if there is an increase of Re. 1 per head in the wage structure the consequential burden on the company per year will be about Rs. 14,000 and it will work out at 1.33 per cent of the gross wages. He says that the total liability on account of dearness allowance at present is about Rs. 98,000 per month and total liability on account of bonus is about Rs. 17,000 per month. To Court question he has explained his previous statement and says that if there is an increase of Re. 1 per head there will be a burden of Rs. 14,000 extra per year on the company and this increase will be reflected on wages, bonus, overtime and other allowances which are being paid to the workmen by the company but the total rise will be only Rs. 14,000. He has proved Ext. M-12 the statement which has been prepared by him showing increase in liability on the implementation of the recommendations of the Third Pay Commission. He has also proved Ext. M-13 which was prepared earlier. According to him if there is an increase of Re. 1 per head the company will have to pay 1.33 per cent raise to each workman per month.

45. By examining these witnesses the management has tried to show that the financial condition of the company is not such as to bear the burden which will be cast upon it on the implementation of the recommendations of the Third

Pay Commission in the Dehri Rohtas Light Railway Company. According to them passenger traffic has gone down on account of the increases in the number of buses which ply on the roads parallel to the railway tracks and goods traffic has decreased because large number of engines and coaches have become old and due to rise in the price of spare parts the company is not in a position on account of paucity of funds to repair them. They have also tried to establish that the Balance Sheets are eloquent on the point and in spite of the fact that profit has been earned on account of purchase of Pipradih Siding and from the shares in the Jessop & Co., the overall financial picture is gloomy.

46. On behalf of the unions it is admitted by MW-1 that the railway line runs from Dehri to Tiura Pipradih a distance of 67 Kms only and the major portion of the income of this railway is from freight. He also admits that during the last 10 years the number of buses on this road has increased. According to him this railway carries mostly limestone from different quarries and some time it also carries cement from Kalyanpur Cement Factory. But single line runs throughout and admittedly empty wagons are taken from Dehri and then limestone is loaded at different quarry stations. According to him passenger traffic is constant. Coming to WW-2, I find that according to him the goods traffic of the company is static since 1960 and the company has purchased condemned engines of the State Railways as they are available on cheaper price. So far as WW-3 is concerned he admits that in the Arrah Sasaram Light Railway and Fatua Islampur Light Railway recommendations of the Third Pay Commission have not been implemented and that by the side of the railway track of the Dehri Rohtas Light Railway buses and trucks also ply.

47. Thus, although according to the witnesses for the workmen also the passenger and goods traffic have not increased and buses and trucks ply on the roads running parallel to the railway track and Dehri Rohtas Light Railway has almost one way goods traffic when it carries limestone from different quarries, almost all the witnesses for the workmen have said that the financial position of the company is sound and it can very well bear the burden of the increase due to the implementation of the recommendation of Third Pay Commission. They have, however, not been able to say as to what would be the burden on the company but from the cross-examination conducted on their behalf, I find that the Balance Sheets have been seriously challenged and it is said that they do not give the correct picture. The one thing on which great stress has been laid is that there is no mention of secret reserve in the Balance Sheet and the Accountant does not know anything about it. Reference has been made to the Advance Accountancy by J. R. Batliboy, 22nd Edition at 701 under the heading "Depreciation and Reserve". On the basis of Mr. Batliboy's comments learned Advocate has submitted that there must be secret reserve in every company so that in case of need it may fall back upon it and to say that no such reserve is there in this company is an utter lie. To me it appears that even if there be a secret reserve that is not at all material for our purpose. What we have to see is the Balance Sheet for the years 1974 onwards as to whether they give the correct picture of the financial position of the company and support the statements made by the witnesses examined on its behalf and referred to by me above.

48. Learned Advocate has referred to page 12 in Exts. M-3/10 which is the Annual Report for 1976-77 and has contended that when the company earned profit only to the tune of Rs. 89,121 how is it that it could provide Rs. 8,09,306 for payment of taxes? The net profit has been calculated at page 16 of the Balance Sheet. It is a matter of common knowledge that amount for taxes is provided not on the actual profit earned but on the expected profit in a particular financial year and it is not necessary that the entire amount provided for must be spent in that particular financial year. Therefore, if the amount mentioned above was provided for meeting the expenses under the head "Taxation" that by itself cannot warrant the conclusion that the entire Balance Sheet is wrong. Another criticism is that although Farth Udyog is a company started by the Dehri Rohtas Light Railway Co., and its profit and loss are shown in the annual report of the Dehri Rohtas Light Railway Co., profit earned by it has not been added to the profit of the



Holding company. Learned Advocate has referred to page 24 of Ext. M-3/10 and has contended that the profit of Rs. 61,275/- should have been added to the profit of the holding company. So far as this point is concerned I do not think it was necessary to add it to the profit of the Dehri Rohtas Light Rly. Co., as although Earth Udyog is owned by that company, it has a separate identity of its own and the profit or loss of the latter cannot be borne out by the former. Another argument in this respect is that although admittedly by the purchase of Pipradih Siding the company has earned a profit of Rs. 30,00,000/- in 5 years that amount has not been shown separately in the Balance Sheet of each year. MW-4 has stated at page 8 that this amount has not been shown separately under a separate head, rather, it is included in the total earning. He has referred to the Balance Sheet for the year 1973-74, Ext. M-3/7 and has said that at page 16 the amount of profit which was earned from the Siding has been included in the income shown as "Goods Earnings" which is Rs. 56,08,964. Continuing his answer is that this amount of Rs. 56 lacs and odd is made up of the gross earning of the items shown in Table 3 at page 5 of the Annual Report of that year. This answer of the witness is not quite satisfactory. Perhaps he has not been able to explain this amount in the Balance Sheet. If we refer to Table 3 at page 5 it would be clear that there is no item showing the profit of Rs. 6,00,000/- earned from the siding in that year. There are 5 items mentioned in Table 3 under the general heads "Goods Traffic" and none of the items can be said to include that amount of Rs. 6,00,000/-. Therefore, the fact remains that this profit has not been included in Table 3 under the head "Goods Traffic" and as the evidence of MW-4 goes it is not possible to find out as to where that amount has been fixed up. But that is the fault of the witness and not of the Balance Sheet and it cannot be said on that account that the Balance Sheet of the Company does not present the true state of affairs concerning profit and loss.

49. With reference to page 13 of Ext M-3/10 it has been argued that there is an addition to the extent of Rs. 2,42,149/-, and contention of the learned Advocate is that if reference is made to page 10 of that exhibit it would appear that the share capital has not increased, reserve and surplus has not increased, amount under the head "Loan" has decreased and under the head "Current Liability and Provisions" more amount has been provided, but even then there has been addition of Rs. 2,43,149/- of fixed assets during that year. This point was not raised when MW-4 was in the witness box, and the addition during the year in the fixed assets had been under the head "Locomotives and Rolling Stock" and "Locomotive under overhaul". It further appears that this amount had to be spent on these two items in order to keep the concern going and even if it be presumed for the sake of argument that there was no profit the company was bound to invest that amount instead of closing it altogether. Therefore, so far as this item is concerned, it does not in any way indicate that the figures are incorrect and that the Balance Sheet is consequently unreliable. There had been some additions to lands as it would appear from the Balance Sheet for the year 1972-73, Ext. M-3/6, at page 13. With reference to page 13 of the Balance Sheet for the year 1974-75, Ext. M-3/8, MW-4 has said that it has in that year alone after 1971-72 that land was purchased for Rs. 73,065/-. These lands were part of the Rohtas Pipradih Siding.

50. Some doubts were raised regarding depreciation amount shown in the Balance Sheet and at pages 9 and 10 of his evidence MW-4 has stated about it. His evidence is that depreciation is charged because for constant use for years machineries get old and their life and price both decrease. There is no depreciation in landed property. At page 10 he says that depreciation in permanent way, sidings and bridges is at 10 per cent of the written down value. With reference to the Balance Sheet Ext. M-3/5 of the year 1971-72, as an illustration, his evidence is that in the financial year 1971-72 the depreciation value of assets is Rs. 20,56,094/- and if the same is deducted from Rs. 27,80,582/- the amount will come to Rs. 7,24,488. To it has to be added additions during the year to the tune of Rs. 32,98,305/- and the total will come to Rs. 40,22,793/-. 10 per cent of this amount will work at Rs. 4,00,000/- and odd and this he explains regarding the calculation of depreciation amount. The amount of Rs. 27,00,000 and odd is the cost upto 31-3-1972 of permanent way, sidings and purchase. To make up the amount of Rs. 24,58,373 in the column at page 13 of Ext. M-3/6 the

witness says that this amount of Rs. 4,00,000/- and odd along with the depreciation of the last financial year amounting Rs. 20,56,094 will make up the amount of Rs. 24,58,373 which will be the total depreciation amount upto 31-3-1972.

51. The overall picture that we get from the Balance Sheets is that they indicate the correct position of the finances of the company and the criticisms which have been levelled against the same are not quite fair and justified. MW-4 has so far as possible given cogent and convincing answers in his cross-examination to all the points that has been put before him and he had tried to explain the different items of the Balance Sheet in his own way. Fact thus remains that apart from the evidence of witnesses, the Balance Sheets of the relevant years also support the contention that the company had been running in loss and as I have mentioned already even necessary repairs of tracks, engines and wagons etc. have not been carried on. It has been argued on behalf of the unions that if Sahu Jain Group of Industries are prospering and making profits it is strange that this company being also one of the units of that Group is running at loss and it has been pointed out that when previously there was one cement factory, subsequently Asoka Cement Company was also started which is enough to indicate that the finance of the Sahu Jain Group concerns is sound. Even if it be accepted for the sake of argument that this company is also under the Sahu Jain Group it would not be quite proper to compare it with other industries of that Group particularly because this is a separate company with separate establishment and with its separate assets and liabilities. Similarly, because of its office being located in the same building where other offices of other industries are located, it cannot be said that it should be tagged with the other industries of Sahu Jain Group and not considered a separate company having its separate existence.

52. Question is whether in view of the falling trend in the profit of this company is it feasible and justifiable to increase its burden by raising the wages of its workmen at par with the wages prevailing in the State Railways. That it cannot be compared with State Railways is a fact which is obvious. There is a world of difference between the two and in this connection I may refer to Ext. M-4 dated 21-12-74, a letter from the Secretary of the Dehri Rohtas Light Railway to the A.L.C.(C) Patna. Whereas the Dehri Rohtas Light Railway covers a distance of 67 Kms the State Railways are spread over the entire length and breadth of the country. Not only that the main source of earnings of the Dehri Rohtas Light Railway is the haulage of wagons carrying limestone and those mostly in one direction. Thus, there is no freight earning in one direction but that is not the position with respect to the State Railways. If there is a loss of traffic or freight in any part of the country it does not very much affect the overall position of the State Railways on account of their vast size. But a slight loss of traffic in this railway is bound to have immediate repercussions. Another difference is that while this company is facing severe competition from road traffic there is no such competition with the State Railways. In Ext. M-4 the position of goods traffic hauled by this railway and number of passengers carried by this railway have been given at page 2. It shows that there had been progressive decrease in the haulage in the goods traffic and in the number of passengers. It is also mentioned in the same page on the authority of the report of the Uneconomic Branch Lines Committee, 1969, that the operating cost of narrow gauge line is extremely high as compared to that of Broad gauge and metre gauge. The letter further mentions at page 3 that despite the heavy fall in traffic in this railway, working expenses are continuously increasing year after year particularly on account of increase in the emoluments and benefits to the employees. It mentions the productivity of man power of the two railways in the years 1960-61 and 1972-73 and shows that while in the State Railways there had been a rise of 34 per cent in this railway there had been a fall of 24 per cent. The Secretary has given other points also in this letter, Ext. M-4 and has appended a statement of profit and loss account from the year 1960-61 to 1973-74, and it shows that there had been a loss of Rs. 9,28,000 in the year 1973-74 as against profits in all the previous years. This letter brings out in clear perspective the differences between the two railways and therefore it would not be quite fair and proper to implement the recommendations of the Third Pay Commission as applicable to the State Railways to this railway in toto.

53. MW-8 is A.T.S. in Arrah Sasaram Light Railway which is owned by Martin Group of Railways and Fatuah Islampur Light Railway is another in that Group. These two railways as well as the Dehri Rohtas Light Railways have narrow gauge. His evidence is that Arrah Sasaram Light Railway was running in loss and the Government undertook to bear the same for three years, and that period having expired the railway is closed. He says further that during the last three in spite of the agreement there had been no rise in the wage structure of the Arrah Sasaram Light Railway or the Fatuah Islampur Light Railway. His evidence is that the freight structure which is relevant in the State Railways was prevalent in Arrah Sasaram Light Railway as well. It appears from his evidence that the Arrah Sasaram Light Railway was getting a subsidy of Rs. 88,000/- from the District Board but when the losses increased the management wanted to close it and then in 1975 there was an agreement with the Government. It is also admitted by WW-4 at page 4 that in Arrah Sasaram Light Railway and Fatuah Islampur Light Railway recommendations of the Third Pay Commission have not been implemented.

54. From my discussion it is clear that it is not possible to fully implement the recommendations of the Third Pay Commission as applicable to the State Railways in the Dehri Rohtas Light Railway as the two are patently different and none of the other railways having narrow gauge has implemented the same although they were being financed by the Government or by the District Board. That being the position, we will have to examine the other materials to see how far we can go in this matter and revise the basic wages of the workmen of the Dehri Rohtas Light Railways Co.

55. I have said earlier that for a basic minimum wage no consideration is relevant as that is the first claim of the workmen on the industry. In the instant case it is true that the financial condition of the company is of very satisfactory but even then as late as 1976 salary of some officers has been increased and during the last several years quite a large number of Engineers and others have been appointed. Not only that, the learned Advocate for the management has submitted that they are prepared to pay Rs. 25/- each per month on ad hoc basis to the workmen. In these circumstances we have to find out as to what should be the minimum basic of the workmen of the Dehri Rohtas Light Railway Co. Ltd., and that question becomes important in view of my finding above that the basic minimum recommended by the Third Pay Commission concerning the Railways cannot be made applicable in this company. In a long range plan the financial capacity of the employer has to be examined but for the present we are to confine ourselves within the recommendations of the Third Pay Commission and therefore planning for the future is not called for.

56. On behalf of the workmen it is said that the wages in the cement industry and other industries under the Sahu Jain Group is quite high and on this ground also they urge that the recommendation of the Third Pay Commission should be implemented. But so far as those industries are concerned, they are governed by their respective Wage Board recommendations and other agreements and the same cannot be made applicable to the Dehri Rohtas Light Railway Co. Ltd. In determining the capacity of an industry to pay, the relevant criterion should be the capacity of a particular industry in a specific region and as far as possible the same wages should be prescribed for all units of that industry in that region. This guiding principle has come to be known as the "industry-cum-region basis" for fixing wage structure in industrial establishments. The aim of this principle is that the scales of wages or dearness allowance fixed for a particular unit or industry should not be out of tune with the wages etc. prevalent in the industry or the region so that unfair competition may not result between one establishment and another and diversity in wages in the region may not lead to industrial unrest (*Kamani Metal & Alloys Ltd., Vs. their workmen 1967 (II L.L.J. 55 S.C.)*). In applying this principle Industrial Courts have to compare wage scales prevailing in similar concerns in the region with which it is dealing and generally speaking similar concern should be those in the same line of business as is the concern with respect to which the dispute is under consideration (*French Motor Co. Ltd., Vs. their workmen 1962 (II L.L.J. 744)*). The capacity of an industry to pay should be gauged on an industry-cum-region basis after taking a fair and representative cross-section of that indus-

try and dividing them into appropriate classes and then dealing with the capacity of industry to pay class-wise.

57. In the instant case I do not think it would be fair to compare this industry with other industries under the Sahu Jain Group which I have already said above are governed by different Wage Board recommendations and agreements. In this region there are two other Light Railways, Fatuah Islampur and Arrah-Sasaram Light Railways. Both of them have narrow gauge and as I have said earlier it is in evidence that in none of them recommendation of the Third Pay Commission regarding wages has been implemented. On behalf of the workmen it has been pointed out that while the Dehri Rohtas Light Railway is mainly dependent upon goods traffic, the two other railways earned their income from passenger traffic. This is the only difference between these railways otherwise they are quite comparable being almost in the same region.

58. MW-8 is the A.T.S. in the Arrah Sasaram Light Railway. He has said that this railway as well as the Fatuah Islampur Light Railway are in the Martin Group of Railways. His evidence is that Arrah Sasaram Light Railway was running in losses and the Government undertook to meet the same for three years and after the expiry of that period the railway is closed. He says further that the Government has some agreement with Fatuah Islampur Light Railway as well to bear the losses but there is no time limit. His evidence is that in spite of the agreement there had been no rise in the wage structure of the two Railways but there had been rise in the variable dearness allowance in accordance with the rise in the price index. Ext. M-8 is the statement of present wage structure (grades and D.A.) applicable to the workmen of Arrah Sasaram and Fatuah Islampur Light Railways. It shows that the scale of a Driver Mechanic is Rs. 103—180, that of a Driver is Rs. 98—238, of Fireman Rs. 72—120, of Steamman Rs. 66.50—93.50 and of Charge-man is Rs. 119—240, that of a Guard is Rs. 98—238 of T.T.E. Rs. 83—180, of S.M. Rs. 115—268, A.S.M. from July, 1975 to December, 1975 as applicable to different Rs. 104—226. The dearness allowance payable with effect from July '75 to December '75 as applicable to different wage slab is there and it appears that the maximum is Rs. 148.

59. Ext. M-12 is the statement showing monthly increased liability on implementation of Third Pay Commission and it gives the grades, dearness allowance, gross emoluments of the workmen of the Dehri Rohtas Light Railways as well as of the Government Railways. It appears that 321 workmen are in the grade of Rs. 70—85 basic, 101 are in the grade of 75—95 basic, 157 are in the grade of Rs. 110—180 basic and only one is in the grade Rs. 335—425 basic. The total number of workmen is 884. Dearness Allowance payable is according to the Agreement Ext. W-1/4 and in different slabs of grades the maximum and the minimum dearness allowance has been given. The figures in Ext. M-8 and Ext. M-12 do not compare unfavourably and in fact the basic wages in the Dehri Rohtas Light Railway is more than what is prevalent in the Arrah Sasaram and Fatuah Islampur Light Railways. Ext. M-6 is the statement of gross wages in different years for staff and workers and officers separately and it also gives Supervisors and Officers wages as percentage of the total Ext. M-7 is the statement of total pay packet obtained by each category of workmen of Dehri Rohtas Light Railway Co. Ltd. All these figures manifestly indicate that when compared with the Arrah-Sasaram & Fatuah Islampur Light Railways the wage structure of the Dehri Rohtas Light Railway is quite superior and they being the similar industry in the same region have to be preferentially treated for the purpose of determining wage structure than those of the other industries located at Dehri under the Sahu Jain Group for the reasons that I have given above.

60. According to the unions on the basis of Ext. W-1 to W-1/3 implementation of pay scales of State Railways is a part and parcel of service condition of workmen and it has also been contended in this regard that Exts. W-5 to W-8 clearly support this contention. Learned Advocate for the management has contended that so long as the condition of the company was prosperous it gave pay scales to its workmen which were better than those in the State Railways but subsequently as the financial condition deteriorated it became impossible to give further rise. If we refer to Ext. W-1 we will find that there was a settlement between the

management on the one side and the union of workmen on the other in which it is said that it is generally agreed that emoluments to all categories of employees of Dehri Rhotas Light Railway Co. Ltd., will be the same as are available to corresponding employees of Indian State Railways but there is a rider that the matter would be discussed in detail between the management and the Secretary of the union and considering the special problems of this railway regarding working etc. they will arrive at an understanding and agreement in detail. By Ext. W-1/1 the agreement of Ext. W-1 was implemented and the grade of the workmen were revised and that was done after due discussions between the parties. From Ext. W-1/2 it will appear that by means of this agreement consolidated payment to permanent and temporary workmen was agreed to be paid. Ext. W-1/3 fixes the rate of dearness allowance in different slab of wages besides other matters mentioned therein and finally came Ext. W-1/4 in which the rate of dearness allowance was fixed and so far as he grade is concerned it was postponed till the recommendation of the Third Pay Commission as accepted by the Government of India was known and thereafter it was to be decided by mutual agreement between the parties. It has, therefore, been rightly contended that in none of the agreements it was said that the basic wages would be given according to the rates prevalent in the State Railways and every time it was emphasized that the matter would be discussed keeping in view of special problems of the Dehri Rhotas Light Railway.

61. Ext. W-5 relates to adjustments in freight rates for goods traffic to be effective from 9-9-74. A request was made to the Chairman Railway Board by the Secretary Dehri Rhotas Light Railway to give the increases and adjustments, as applicable to the State Railways, to this Railway as well so that the additional financial burden due to increase in labour wages and increase in cost of general and engineering stores and coal could be borne by the company. It further says that the financial performance has been very poor and there had been unprecedented loss of approximately Rs. 11.62 lacs in 1973-74. Accordingly, it was requested to sanction the proposed increase and adjustments in the rates and goods freight with effect from 9-9-74. Ext. W-6 is the reply from Sri R. N. Saxena, Secretary, Railway Board. Ext. W-7 is another letter signed on behalf of the Secretary a copy of which was forwarded to him (Shri Atul Kumar) on the point of adjustments in freight rates for goods traffic. It has acknowledged the letter Ext. W-6 but instead of giving the figure asked for it shows that the demand of the labour union if partly implemented, the minimum liability would be Rs. 6 to 7 lacs. Ext. W-8 is a letter from the Deputy Director, Traffic (Roads) Railway Board to the Dehri Rhotas Light Railway Co. Ltd., sanctioning change in freight rates. On the basis of these letters it has been argued on behalf of the unions that there was a tacit understanding between this company and the Railway Board that if freight was allowed to be increased as prevalent in the State Railways they would increase the wages of the workmen and it is contended that this is a sort of agreement which must be implemented. In my opinion, it cannot be placed in the category of agreement, because these letters are not between Dehri Rhotas Light Railway and the Unions and whatever has been said therein cannot indicate that the company had decided to implement the recommendation of the Third Pay Commission in toto. To say that because the rate of freights had been increased wages must also be increased is to stretch the matter too far. If the freight had not been increased the financial position of the company must have deteriorated all the more. Undoubtedly there was increased in freight but we cannot lose sight of the fact that during this period there has been all round increase in prices of coal, lubricants, diesel, spare parts etc. Over and above on account of the award in Reference No. 6 of 1973 the liability only on account of Dearness Allowance is Rs. 94.94 lacs and odd per month.

62. As the position is, neither Ext. W-1 series nor the letters which I have discussed above can lead to the conclusion that the minimum basic wages prevalent in the State Railways must also be made applicable to this Railway and that it is the moral and social obligation of this Railway as per the documents referred to above.

63. Fixation of wage structure is a very delicate and complicated matter and I have tried to discuss every aspect

of the matter with respect to the available materials in the present case.

64. Ext. W-2 is a letter along with the recommendations of the Third Pay Commission to be implemented in the State Railways and Rule 7(1) at page 3 gives examples of different scales for different category of staff and their pay fixation in the revised scale. I have already said above that the management had offered to increase the minimum wages of all the categories of workmen by Rs. 25 per month. The minimum wages in the State Railway of the staff in the pay scale of Rs. 70-85 has been revised and fixed at Rs. 196 which includes basic pay, dearness pay, dearness allowance, interim relief, to which is to be added 5 per cent of Rs. 74 subject to the minimum of Rs. 15 and then the pay has been fixed at Rs. 196. To me it appears that it would be quite fair and proper to increase the basic wages of each category of workmen by Rs. 34 per month and the additional burden on the company will be only Rs. 30,056 per month. This amount of Rs. 34 will be added to the existing basic pay of each category of workmen and the amount of dearness allowance payable will be as per agreement Ext. W-1/4 incorporated in the Award Ext. M-2.

65. In Annexure-I I am mentioning the total basic wage of the workmen who are in different scales ranging from Rs. 156 to Rs. 494 as per Ext. M-12. In Annexure-II I am giving different amount of Dearness Allowance payable to each slab of basic salary as per Ext. W-1/4. In Annexure-III I am giving the revised scale to each category of wages.

66. So far as the demand of workmen to increase the dearness allowance is concerned, the reference is not justified. The recommendation of the Third Pay Commission for railway employees cannot be implemented in toto and this demand is not justified. But the workmen are entitled to revised scales of pay which will be effective from the date of reference.

This is my award.

S. R. SINHA, Presiding Officer

#### ANNEXURE—I

Existing basic	Increase in basic	Total
Rs.	Rs.	Rs.
156.00	34.00	190.00
161.00	34.00	195.00
166.00	34.00	200.00
196.00	34.00	230.00
201.00	34.00	235.00
228.00	34.00	262.00
248.00	34.00	282.00
286.00	34.00	320.00
341.00	34.00	375.00
369.00	34.00	403.00
409.00	34.00	443.00
494.00	34.00	528.00

#### ANNEXURE—II

Increased Basic	Dearness Allowance payable	Total
Rs.	Rs.	Rs.
190.00	136.00	326.00
195.00	136.00	331.00
200.00	136.00	336.00
230.00	159.00	389.00
235.00	159.00	394.00
262.00	159.00	421.00
282.00	159.00	441.00
320.00	159.00	479.00
375.00	159.00	534.00
403.00	159.00	562.00
528.00	159.00	687.00

## ANNEXURE—III

## Revised Pay Scale

Rs. 190-5-220-6-232.  
 Rs. 195-5-225-7.50-240.  
 Rs. 200-6-236-7-250.  
 Rs. 230-7-265-7.50-280.  
 Rs. 235-7-270-7.50-285.  
 Rs. 262-8-302-9-320.  
 Rs. 282-8-322-9-340.  
 Rs. 320-8-390-10-380.  
 Rs. 375-9-420-10-430.  
 Rs. 403-9-448-12-460.  
 Rs. 443-9-488-12-500.  
 Rs. 528-10-578-11-600.

S.R. SINHA Presiding Officer

[No. L-41011(1)/75-D. II (B)]

HARBANS BAHADUR, Daek Officer

New Delhi, the 22nd April, 1978

**S.O. 1386.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, Madras in the industrial dispute between the employers in relation to Neyveli Lignite Corporation, Ltd., Neyveli and their workman, which was received the Central Government on the 18th April, 1978.

## AWARD

PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
 MADRAS  
 BEFORE THIRU K. SELVARATNAM, B.A., B.L.,

(Constituted by the Central Government)  
 Thursday, the 30th day of March, 1978.

INDUSTRIAL DISPUTE NO. 68 OF 1977

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Neyveli Lignite Corporation Limited, Neyveli-1.)

## BETWEEN

Thiru R. Subramanian, V. Pudupalayam, Arpispalayam P.O., Villupuram, Via., South Arcot District, Tamil Nadu,

## AND

The Superintendent (Mines), Neyveli Lignite Corporation Limited, Neyveli-1.

## REFERENCE :

Order No. L-23012(1)/77-D-IV(B), dated 2nd December, 1977 of the Ministry of Labour, Government of India.

This dispute coming on for final hearing on Tuesday, the 28th day of March, 1978 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru S. Periyaswamy, Advocate for the workman and of Thiruvalargal S. Gopalaratnam and N. Balasubramanian, Advocate for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

## AWARD

This is an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication by the Government of India between the Management of Neyveli Lignite Corporation, Neyveli and their workmen in the matter of the dismissal of a worker Thiru S. Subramanian, Helper.

(2) The reference is as follows :

Whether the action of the Management of Neyveli Lignite Corporation, Neyveli in dismissing Shri R. Subramanian, Helper with effect from 1-7-1976 (afternoon) is justified? If not, to what relief is the concerned workman entitled?

(3) The workman Thiru R. Subramanian filed a claim statement, wherein he contends as follows : He was employed as a Mechanical Helper on a monthly salary of Rs. 450. He joined as a casual labourer on 16-8-1961 and he was promoted as Helper by the Management and he had put in 15 years of service and his record of service throughout was without any blemish. He was dismissed from service with effect from 1-7-1976. He submitted his explanation denying the charge. In the domestic enquiry, he was found guilty of misconduct by the Enquiry Officer. The finding of the Enquiry Officer was perverse. The version of the complainant Thiru S. Raja Mohamed was not corroborated by the five of the workmen who were on the spot. Even the version of Raja Mohammed was contradictory. The domestic enquiry was conducted by the Officer of the Management who is a suspending and dismissing authority and it is in violation of the principles of natural justice. Even the dismissal order passed by the Management is in violation of the Standing Order No. 47(i)(j) which lays down that it is imperative that the past record of service should be considered while inflicting the punishment. In these circumstances, the order of dismissal might be set aside.

(4) A counter statement was filed by the Management, wherein, they state as follows : On 1-7-1976, the Petitioner Thiru S. Subramanian was working as Helper under S. Raja Mohammed, Junior Plant Engineer (Electrical), at Booster II inside the Mines. He instructed the workers to erect the motor and make alignments etc. On seeing the workers idling, the Junior Plant Engineer urged them to do their work. The petitioner S. Subramanian got annoyed, used some vulgar words and rushed towards the Junior Plant Engineer and assaulted him. When the matter was reported to the Deputy Superintendent, Ground Water Control (Drills), a charge of assault was framed against him and a domestic enquiry was held and he fully participated in the enquiry and he had an assistance of a co-employee in the course of the defence and the procedure was correctly followed and his explanation was obtained and on considering the entire evidence, the Enquiry Officer came to a conclusion that the charge had been proved and the findings were communicated to him and was given notice to make a representation in the matter of proposed punishment. As the misconduct involved the assault of a superior officer, it was a serious misconduct. Hence he was dismissed from service to maintain discipline. Therefore the order of dismissal is to be upheld by this Tribunal and the claim of the Petitioner is to be dismissed.

(5) The points that arise for consideration are :

- (1) Whether the Enquiry Officer's finding was in accordance with the evidence adduced in this case or was perverse as contended by the Petitioner;
- (2) Whether the correct procedure was followed and whether the delinquent was in any way prejudiced in his defence; and
- (3) Whether the punishment of dismissal is proper in the circumstances of this case.

(6) Point Nos. 1 and 2 : Ex. M-1 is the charge memo which reads that on 1-7-1976, the Petitioner slapped Thiru S. Raja Mohammed, the Junior Plant Engineer (Elect.) on his right cheek in the course of his official duty of supervising the workers. Ex. M-2 is his explanation. In his explanation he stated that after doing his duty he sat down for a while and one Sankaran and another member of the crew were cleaning the base of the booster and other members were standing nearby. Thiru S. Raja Mohammed came there and he questioned him as to why he was sitting and he gave an explanation. Thiru S. Raja Mohammed was not satisfied with his explanation and he shouted as "Velai Seiya Vandaya? Seraika Vandaya? This upset him and he stretched his hands towards him but he did not intend to slap him. Immediately he realised the gravity of the situation and prostrated before him and appealed to pardon him. At this juncture, the Deputy Superintendent of the mines came. He was sorry for his conduct and he would guard himself against such misbehaviour in future. His explanation would make it clear that the incident had taken place. The only point remains to be considered is whether he assaulted on the cheek or merely stretched his hands towards his superior officer, the complainant Thiru Raja Mohammed. He was examined before the Enquiry Officer. In the enquiry he stated that when he visited the workshop

one Doraimani was standing near the shed and one R. Subramanian was sitting. The rest of the workers were cleaning. He called both of them but there was no reply and he asked them to do the work quickly, but Doraimani replied in indecent words. He remind them that they had come to do work and not to while away the time. Thiru R. Subramanian slapped him on the right cheek. One Sankaran who was admittedly present stated that the complainant came to the workspot and he asked him to do the work expeditiously and there was some talk between Doraimani and the complainant and he denied the incident of assault. Thiru Ramamoorthy would say that there was some exchange of words between R. Subramanian and the Officer Raja Mohammed and he did not know what had happened. Thiru N. Kunjithapatham, Electrician would say that the Officer retorted by stating "*Pudungavo Seralkavo Varavillai Velai Parkkathan, Velai Seiungal*". He would admit that he saw the hand of R. Subramanian was on the shirt of Thiru S. Raja Mohammed. Thiru S. Subramanian, the Petitioner would admit in his evidence that the occurrence was true and he assaulted the Officer as he lost his self-control. On the evidence, it is established that the occurrence was true. But the workers were not willing to corroborate the version of the Complainant in the matter of assault on the cheek. Therefore, we are left with the evidence of the Complainant and he would say that he was assaulted on the cheek. Such a version has been put forward even in the complaint. There is no reason why a superior officer should come forward with a false version of assault on his cheek. Even the delinquent is not prepared to deny it, but would say that he was not conscious at that moment as to what he did. On the evidence placed, I hold the assault has been established and the worker is guilty of the charge. The Officer who conducted the enquiry has come to a right conclusion on the evidence placed before him and his finding cannot be said to be perverse. Therefore, the charge of assault has been proved against the petitioner Thiru S. Subramanian.

(7) The Petitioner Thiru S. Subramanian would challenge the authority who conducted the enquiry and contend that it was not fair, that the officer who was invested with powers of suspension and the dismissal should enquire and as such the procedure adopted is against the cannons of natural justice. I do not agree with the contention because while he participated in the enquiry, he did not object to the enquiry and as such I am of the view that it is only an after thought to impugn the enquiry proceedings. I find in this case that the correct procedure had been followed and the delinquent has fully participated in the enquiry and he was given all the opportunities to defend and he was also assisted by a co-employee in the proceedings. Therefore, my finding on Point No. 1 is that the finding of the Enquiry Officer is not perverse, and it is in accordance with the evidence in this case. My finding on Point No. 2 is that a proper procedure had been followed by the Enquiry Officer and the delinquent was not in any way prejudiced in his defence.

(8) Point No. 3: The question to be considered is whether the punishment inflicted is disproportionate to the delinquency complained of. It is contended by the Management that the delinquent assaulted a superior officer which is a grave offence and it should not be tolerated as it has a bearing on the discipline to be maintained in the Institution like the one in this case and the punishment awarded should serve as an example to others who resort to violence. I fully agree that it is a serious offence which calls for a deterrent punishment. At the same time, the Tribunal has to take into consideration the circumstances in which the offence was committed. It is in evidence that the witness examined on the side of the complainants stated that the Officer made a remark.

*"Pudungavo Seralkavo Varavillai  
Velai Parkkathan, Velai Seiungal."*

Such words certainly will provoke any man placed in similar circumstances and if the delinquent had been provoked by those words uttered by the Officer to commit the offence, there is a room for looking at the matter with leniency. Therefore, having regard to the extenuating circumstance in this case, I feel the punishment of dismissal is severe. It is also to be noted that he lost his self-control at this moment and later repented that he prostrated before the Officer and pleaded for pardon. It is an indication that he committed the act at the spur of the moment. Another important feature

in this case is that he had put in 15 years of service without any blemish and that aspect also has to be taken into account while awarding punishment.

9. In these circumstances I feel that the punishment of dismissal is very severe and it should be set aside. Instead I feel that it would suffice if he is deprived of his back wages from the date of suspension to the date of reinstatement and also stoppage of three future increments. He should also file a written apology before the Management undertaking that in future he would conduct himself properly and in case of his being found guilty of subsequent misconduct he would be deprived of the relief of reinstatement.

10. In the result, my finding on the issue is that the dismissal of Thiru R. Subramanian is to be set aside and he is to be reinstated within one month from the date of publication of this Award subject to the following conditions:

- (i) He is not entitled to any back wages from the date of dismissal from 1-7-1976 till the date of reinstatement;
- (ii) there should be stoppage of three future increments and
- (iii) he should file a written apology before the Management that in future he would conduct himself properly and in case of his being found guilty of subsequent misconduct, he would be deprived of the relief of reinstatement.

11. An award is passed in the above terms.

Dated, this 30th day of March, 1978.

Sd/-

K. SELVARATNAM, Presiding Officer

#### WITNESSES EXAMINED

For both sides: Nil.

#### DOCUMENTS MARKED

##### FOR WORKMEN

- Ex. W-1/27-3-78—Charge sheet dated 3-7-1976, issued to Thiru R. Subramanian.
- Ex. W-2/27-3-78—Dismissal order dated 5-8-76.
- Ex. W-3/27-3-78—Appellate order of the Superintendent, Madras dated 20-10-1976.
- Ex. W-4/27-3-78—Order of the Chairman dated 7-1-1971.
- Ex. W-5/27-3-78—Standing Order.

##### FOR MANAGEMENT

- Ex. C-1/27-3-78—Charge Memo in respect of Thiru R.
- Ex. M-227-3-78—Explanation of Thiru R. Subramanian, No. 5301/C3/76-2, dated 1-7-1976.
- Ex. M-3/27-3-78—Enquiry Proceedings.
- Ex. M-4/27-3-78—Show cause Memo No. 5301/E3/76-E, dated 14-7-76.
- Ex. M-5/27-3-78—Final explanation, dated 20-7-1976.
- Ex. M-6/27-3-78—Final Order Procs. No. 5301/E3/76-6, dated 5-8-76.
- Ex. M-7/27-3-78—First Appeal Petition dated 16-8-76.
- Ex. M-8/27-3-78—Order of the First Appellate Authority Procs. No. 5301/E3/76-7, dated 4-9-1976.
- Ex. M-9/27-3-78—Second Appeal Petition dated 16-9-76.
- Ex. M-10/27-3-78—Order of the Second Appellate Authority Procs. No. 26092/A5/76, dated 19-10-1976.

K. SELVARATNAM, Presiding Officer

Note: Parties are directed to take return of their document/s within six months from the date of the award.

[No. L-23012(1)/77-D-IV(B)]

New Delhi, the 26th April, 1978

**S.O. 1387.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Burhar and Amlai Collieries, Post Office Dhanpuri, District Shahdol (M.P.) and their workmen, which was received by the Central Government on 22nd April, 1978.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—  
CUM-LABOUR COURT, JABALPUR (M.P.)**

**PRESENT**

Shri S. N. Johri, B. Sc., LL.M., Presiding Officer.

Case No. CGIT/LC(R)(14)/1974.

**PARTIES**

Employers in relation to the management of Burhar and Amlai Collieries, Post Office Dhanpuri, District Shahdol (M.P.) and their workmen represented through the Colliery Labour Union, P. O. Dhanpuri, District Shahdol (M.P.).

**APPEARANCES**

For Union—Shri A. G. Dhande, Advocate.

For Management—1. Shri Gulab Gupta, Advocate for M/s. Rewa Coalfields Ltd.

2. Shri P. S. Nair, Advocate, for Western Western Coalfields Ltd.

INDUSTRY Coal Mines DISTRICT Shahdol (M.P.)

**AWARD**

Dated : April 14th 1978

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. I-22011/12/73-LRII dated 18-5-1974 for the adjudication of the following industrial dispute :—

“Whether Messrs Rewa Coalfields Limited, Calcutta, erstwhile owners of Burhar No. 1 and 2 and Amlai Collieries, Dhanpuri, Shahdol (Madhya Pradesh) are justified in deducting inflated amount of gratuity payable from the gross profits of the accounting year 1972 and if not to what relief are the workmen entitled ?

Whether Messrs Rewa Coalfields Limited and Messrs Coal Mines Authority Limited, the erstwhile and present owners of Burhar No. 1 and 2 and Amlai Collieries, Dhanpuri, Shahdol (Madhya Pradesh) are justified in not making payment of bonus to their workmen for the accounting year 1972 in contravention of the provisions of Payment of Bonus Act, 1965. If not to what benefits are they entitled?”

2. It is not disputed that the accounting year of M/s. Rewa Coalfields Ltd., which was the owner of the Collieries in the year 1972 began from 1-1-1972 and ended on 31st day of December, 1972. Before the Profit and Loss Account and added Balance-sheet of the Company for the year 1972 could be prepared the administration of the Coal Mines was taken over by the Government with effect from 30th January, 1973 under an ordinance which was thereafter replaced by Coal Mines (Taking Over of Management) Act, 1973. Thereafter by virtue of Coal Mines (Nationalisation) Act 1973 the mines vested in the Central Government with effect from 1-5-1973 and were then handed over to the Government Company named Coal Mines Authority (C.M.A.), which has now been replaced by Western Coalfields Limited (W.C.L.). In the Nationalisation Act the right title and interest in the mines vested in the Central Government free from all encumbrances. The Government Company thereafter paid the minimum bonus @ 8.33 per cent for the year 1972. The Union raised the dispute that the bonus paid was grossly

madequate as the erstwhile private Company had made large profits because record coal was produced in that year. Failure of conciliation resulted in this reference.

3. The case of the Union is that at least 12 per cent bonus used to be paid by the erstwhile owner. That Company manipulated the account to the disadvantage of the workmen by making the following heavy deductions from the gross profits :

- (a) Provision of the inflated amount for gratuity was made at Rs. 37,14,128 and a further provision of Rs. 2,11,093 was made under this head;
- (b) Provision of Rs. 6,70,000 was made towards development rebate;
- (c) Miscellaneous expenses were deducted to the extent of Rs. 27,93,397 a highly inflated amount;
- (d) Depreciation was varied at Rs. 23,23,427;
- (e) Expenses on selling and distribution were put at Rs. 9,53,051;
- (f) Expenses on Low Cost Housing were put at Rs. 1,21,506; and
- (g) Provisions for paid doubtful debts was made at Rs. 1,09,105.

Union claimed detailed explanation from the erstwhile owners on items (c), (d) and (f) supra. While it pleaded that other items (a), (b) and (g) should be rejected outright. The correctness of the balance sheet was thus challenged. Thus for the year 1972 the Union claimed 20 per cent bonus because of large production and large gross profits. It is alleged that allocable surplus should be calculated after adding back heavy and inflated deductions to the net profits as per Profit and Loss Account.

4. The case of M/s. Rewa Coalfields Limited is that the demand of 20 per cent is unjustified and the deductions made were not of inflated amounts, they were fully justified. The Company has challenged the jurisdiction of the Tribunal and the validity of the reference on the grounds that—

- (i) After the nationalisation of the coal mines the relationship of employer and employee between these workmen and the Company had ceased to exist,
- (ii) The workmen having voluntarily accepted payment of bonus at the minimum rate of 8.33 per cent are now estopped from raising the dispute in relation to the quantum of bonus,
- (iii) The dispute, if any, had thus ceased to exist on the acceptance of the said payment even before the reference was made by the Government of India, and
- (iv) As no demand was made with that Company no industrial dispute arose between M/s. Rewa Coalfields Limited and these workmen.

It was further alleged that coal mining industry is being run under the control and authority of the department of energy of the Government of India and therefore the Payment of Bonus Act, 1965 did not apply because of the exemption contemplated in Section 32 thereof.

5. The Western Coalfields Limited has filed a statement claiming protection under Sec. 7 of the Coal Mines (Nationalisation) Act. According to it, no financial liability of the erstwhile owners can be fastened upon the Government Company.

6. Validity of this reference was challenged before the High Court of Madhya Pradesh by M/s. Rewa Coalfields Limited in Misc. Petition No. 523/74. Division Bench of High Court at Jabalpur decided the petition on 28-4-1977. Following points appear to have been finally answered by the High Court in that order :—

- (i) Bonus dispute so raised by the Union was an industrial dispute;
- (ii) There was relationship of employer and employee between M/s. Rewa Coalfields Limited and these workmen so far as the claim for bonus for the accounting year 1972 is concerned;



(iii) It is the erstwhile owner i.e. M/s. Rewa Coalfields Limited, which is liable for the payment of bonus for the year 1972 which accrued due at the close of that accounting year even though it was permissible to make such payment within a extended period of 8 months. The liability for such payment cannot be fastened on the Coal Mines Authority or Western Coalfields Limited as the Government Company stood protected against such financial liability by virtue of Section 7 of the Coal Mines (Nationalisation) Act, 1973;

(iv) The creation of Payment of Compensation Authority under the Coal Mines (Nationalisation) Act does not bar the jurisdiction of this Tribunal to entertain and decide this bonus dispute. The High Court further held that in fact this is the proper authority for deciding such a dispute.

Thus all these contentions of M/s. Rewa Coalfields Limited against the validity of the reference and jurisdiction of this Tribunal were effectively repelled by the High Court in that order.

7. All these points which have been finally decided by the High Court cannot now be reargued before this Tribunal by the party. Moreover the contentions that the party could raise against the validity of the reference and the jurisdiction of this Tribunal before the High Court in that writ petition, but were not in fact raised before it also stand barred on principles of constructive res judicata. Thus nothing can now be heard against the validity of the reference and the jurisdiction of this Court.

8. As said above the High Court has further decided that the liability to pay the bonus and gratuity on the close of the accounting year 1972 and only the erstwhile owner i.e. M/s. Rewa Coalfields Limited was liable to pay the same. That Company is, therefore, liable to reimburse the Government Company to the extent of Rs. 12,92,000 the figure given in the written statement of that Company, which were disbursed by the Government Company in payment of 8.33 per cent minimum bonus to the workmen for the year 1972. However, this reference is not concerned with that part of reimbursement and the above observations are merely with a view to clarify the position.

9. This brings us to the question of the correct calculation of allocable surplus. Whereas the first part of the reference deals only with the justifiability of making such a heavy provision for gratuity, the second part speaks of justifiability of not making payment in contravention of the provisions of Bonus Act, 1965. In the first part the words 'inflated amount of gratuity' do not predetermine that the amount is inflated one. The term 'inflated' according to Chambers Dictionary means 'unduly expanded'. It will be contradictory in terms to ask whether provision for unduly expanded amount was justified or not. If the amount was unduly expanded then it was certainly not justified and there was no sense in posing such a question before this Tribunal which had an obvious answer and did not need any adjudication. Therefore reading as a whole the first part of the reference can only be interpreted to pose the question before this Tribunal whether the deduction of the alleged inflated amount of gratuity was justified or not. In view of this interpretation this Tribunal has jurisdiction to decide whether the amount was really inflated or not. In any case, as will be discussed later finding of this Tribunal is that the amount was in fact an inflated amount and therefore even if it is taken for granted that the question presupposes that the amount was an inflated one will not make any difference in the present case.

10. Payment of Gratuity Act, 1972 came into force on 16-9-1972. Almost 3/4th of the accounting year 1972 was over by that time. This incident was followed by taking over of the mines with effect from 30th January, 1973 and nationalisation of the same with effect from 1-5-1973. M/s. Rewa Coalfields Limited appears to have been scared by this fast following change of circumstances and events and specially by the provisions of Section 7 of the Coal Mines (Nationalisation) Act and must have believed that the burden of paying gratuity for the periods prior to the appointed date as per nationalisation Act, shall be on their shoulders. Hence in order to grab the amount for meeting that future contingency

not only with respect to the persons whose services were terminated in one of the ways mentioned in Section 4 of the Gratuity Act in the year 1972 but even with respect to the persons who were to retire on future dates, they devise the mode of calculating it on actuarial basis as stated by their Accountant Shri Dural Swamy (M.W. 1), and deducted the whole amount irrespective of the fact as to what actually was the amount of gratuity payable by them for the persons whose services were terminated in one of the ways mentioned in Sec. 4 of the Gratuity Act in the year 1972.

11. According to Section 4 of the Gratuity Act a particular length of service is only a qualifying factor for the entitlement to the claim of gratuity. It is not that each year some amount of gratuity is earned or falls due, because even after the completion of number of years, one may fall prey to a domestic enquiry and may get dismissed from service and thus may not fall within the category of entitled persons when his service comes to an end. Number of years of service are only a basis for calculation. Gratuity is admissible only to such of the employees as are mentioned in Section 4 of the Act and as per provision of that Act it becomes payable only on the termination of the said employment in one of the ways mentioned in it. Read in that context the words 'no claim for gratuity in respect of any period prior to the appointed day' appearing in Clause (a) of Sub-section (2) of Sec. 7 of the Coal Mines (Nationalisation) Act, 1972, only mean the claim for gratuity which has become payable on any day prior to the appointed day. Such liability shall be the liability of the erstwhile owner. This clause of Sub-section (2) of S. 7 cannot be interpreted to say that even after nationalisation whenever on some future date the service of such an employee comes to an end in one of the ways mentioned in Section 4 of the Payment of Gratuity Act and the Government Company pays the gratuity as a retiral benefit to the employee, it will have a right to ask the erstwhile owner, to contribute to the extent of the period for which the employee had served under that private Company before nationalisation.

12. Similarly in Sub-section (1) of Section 7 of the Coal Mines (Nationalisation) Act 1972, the words 'every liability' mean that 'every accrued liability' and not the potential one which shall accrue on some future date after nationalisation. Thus it is obvious that M/s. Rewa Coalfields Limited was liable only to pay gratuity to the employees whose services came to be terminated in one of the prescribed ways in the year 1972. It was not liable to contribute in future payments. Under the circumstances actuarial calculation for such future payments for which M/s. Rewa Coalfields Limited was not liable under the Nationalisation Act, was thus wholly unjustified. Provision could be made only for the amount which was payable or was paid as gratuity in the year 1972 and that amount could well be calculated precisely because all such events had taken a final shape before the profit and loss account and Balance Sheet was prepared and approved in the meeting of the Board of Directors held on 28th June 1973 vide Ex. E/1.

13. The case of Metal Box Company Vs. Their Workmen (7 SCLJ 732) is distinguishable on facts. In that case the Company had introduced a Gratuity Scheme. It continued to remain liable for the future payment of gratuity under that Scheme. Hence it calculated the liability on actuarial basis and the future payments were to be adjusted not in the profit and loss account of that future year but against provisions so made on actuarial basis and spread over a reasonable number of years. In the present case, the employer ceases to have interest in the undertaking soon after the close of the said accounting year. There is no chance of adjusting future payments against the provision so made on the basis of actuarial calculations. It is true that the Supreme Court laid down the principle that liability already accrued, though to be discharged on a future date, was a proper deduction. In that case the liability was to be discharged by the same company on some future date under the Scheme of Gratuity framed by it. In the present case, as discussed above the liability is not to be discharged at all on any future date. In that case provisions of Gratuity Act were not considered nor that Act was in existence at that time. Therefore as a general principle of law the liability to pay gratuity was deemed as already accrued though it was to be discharged at a future date. In the present case, as discussed above the provisions of Gratuity Act clearly lay down that the liability to pay the gratuity does not accrue

before the termination of the service in one the ways mentioned in Section 4 of that Act. In the present case there is no chance of debiting such future payments against the provisions so made on actuarial basis. Under the circumstances the principles laid down in Metal Box Company case are not at all applicable to the facts of the present case. I am, therefore, inclined to hold that the provision of Rs. 37,14,128 made for gratuity on actuarial basis vide item no. 2 of Schedule (g) to the Balancesheet (Ex. E/1), was not correct and it should be added back to the gross profits of Rs. 34,62,468 as per Profits and Loss Account in order to make up the total 71,76,596. This amount shall be taken as a basis for the calculation of gross-profits for the purposes of bonus.

14. The dispute raised about other amounts is neither proved nor pressed before me in arguments nor the Union Leader Shri Pal (W.W. 1) said a word about them. Moreover the second part of the reference is not so worded as to cover the dispute about those amounts. The Balancesheet and the Profits and Loss Account shall, therefore, be presumed to be correct, as the other party has not been able to show that they were not correct except for the inflated item of gratuity.

15. Calculations Chart Ex F/2 filed by M/s. Rewa Coalfields Limited is not correct as on the one hand it omits some items mentioned under the head 'add back' items nos. 2 and 3 in Schedule I to the Payment of Bonus Act. While on the other hand it includes some figures in item no. 6 which are not mentioned in that schedule.

16. It is, therefore, held that calculations of gross profits for the purposes of bonus shall be made on the basis of the net profits figuring at 71,76,596 made strictly according to the various items given in the Schedules to the Payment of Bonus Act and the bonus calculated on the basis of that gross profits shall be declared and paid to the workmen after deducting the minimum bonus which has already been paid to them. M/s. Rewa Coalfields Limited shall make such a declaration within three months of the publication of this award and in case the Union remains dissatisfied with the mode of calculation made by them it will have a right to get the bonus computed by a suitable application under Section 33-C(2) or S33-C(1) of the Act, as the case may be M/s. Rewa Coalfields Limited shall pay Rs. 200 as costs to the Union.

S. N. JOHRI, Presiding Officer

[No. L-22011(12)/73-LR-II/D-IV(B)]

**S.O. 1388.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of N.C.P.H. Colliery of Western Coalfields Limited, District Surguja (M.P.) and their workmen, which was received by the Central Government on the 22nd April, 1978.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL— CUM-LABOUR COURT, JABALPUR (M.P.)

#### PRESENT

Shri S. N. Johri, BSc., LL. B., Presiding Officer

Case No. CGIT/LC(R) (18) of 1977

#### PARTIES :

Employer in relation to the management of N.C.P.H. Colliery of Western Coalfields Limited, District Surguja (M.P.) and their Workmen represented through the President M. P. Koyla Mazdoor Panchayat, P. O. Kurasia ; District Surguja (M.P.).

#### APPEARANCES :

For Management—Shri P. S. Nair, Advocate.

For Workmen—Shri Hardeo Singh.

INDUSTRY : Coal Mine

DISTRICT : Surguja (M.P.)

#### AWARD

Jabalpur, the 10th April, 1978

This is a reference made by the Government of India in the Ministry of Labour vide Notification No. L-22012(32)/76-D III (B)/D. IV(B) dated 31-8-1977 for adjudication of the following industrial dispute relating to the 42 workmen listed in the schedule annexed to this Award.

"Consequent upon the abolition of Contract system in Mine Car loading and unloading in NCPH Colliery of Western Coalfields Limited, whether the action of the management in recruiting fresh hands instead of providing work to the 43 workmen mentioned in the Annexure who had worked with the said management after abolition of contract system with effect from 23-2-76 to 31-3-76 and then from 15-4-76 to 30-4-76 and finally stopped from work with effect from 1-5-76, is justified? If not, to what relief are the concerned workmen entitled?"

2. It is not disputed that in NCPH Colliery the work of coal loading and unloading in mine cars on the surface was being done by the contract labour, Sri Amarjit Singh was the Contractor engaged since before the nationalisation of coal mines. These 43 and a few other workmen continued to work upto 31-12-76 when contract labour system was abolished. These labourers of the contractor thus went out of employment. Subsequently these workmen were given casual employment from 23/24-2-1976 to 31-3-1976 and again from 15-4-76 to 30-4-1976. Some of the casual labourers who were sponsored by Employment Exchange were absorbed in regular jobs but these 43 labourers could not be so absorbed because they refused to be sponsored by the employment exchanges. Subsequent to the reference they have been sponsored by the employment exchange and interviewed for being selected for regular employment. They are at present working as casual labourers.

3. Union's case is that as per previous practice the labourers of the contractor should have been directly absorbed by the management when that system was abolished. They should, therefore, be absorbed with back wages from the date the contract system was abolished.

4. The case of the management is that it was not bound to absorb all contract labourers nor there was any previous practice to that effect. They were however absorbed as and when the vacancies arose the names were sponsored by the Employment Exchange and the Committee selected the candidates from dates from amongst those who were so sponsored by the Employment Exchange. No candidate could be directly recruited without notifying the vacancy to the Employment Exchange because that would have made the officer liable for prosecution. The management has challenged the validity of the reference on the ground that neither the sponsoring Union has a representative capacity nor these contract labourers could be the members of that Union. These contract labourers were not workmen within the meaning given in Section 2(s) of the Industrial Disputes Act. On that ground also their case could not be sponsored for raising a valid industrial dispute. For the said two short intervals temporary casual employments were given to these workmen because of the exigencies of the situation and not because they had any right to get permanently employed or absorbed. Both the times it was a fresh employment for a short duration.

5. The present dispute was admittedly sponsored by M.P. Koyla Mazdoor Panchayat union and after passing through conciliation proceedings it resulted in the dispute being referred to this Tribunal. It is for the first time that the management pleaded before this Tribunal that the Union had only negligible membership in that establishment hence it has no representative character and the dispute raised by it cannot assume the shape of an industrial dispute. When upto this stage union was treated to be capable of raising such a dispute, the burden heavily fell upon the management to prove the plea so raised by it. The management produced no evidence on this point. The plea so raised by the management is, therefore, ruled out.

6. The next plea raised by the management is that the union of the workmen directly employed in that establishment could not extend its membership to the contract labourers and could not sponsor their cause because the contract



labourers were not the workmen under Western Coalfields Limited (employer). It is not proved how the union was not competent to open its membership to the contract labourers.

7. In the case of Workmen of Dimakuchi Tea Estate Vs. Management (3 SCLJ 1896 SC) the Supreme Court, while interpreting the broadly worded expression 'any person' used in Section 2(K) which defines an industrial dispute, carved out two crucial limitations circumscribing the ambit of that expression, and the significance of those two limitations so carved out by the Supreme Court is that the person regarding whom that dispute is raised must be one in whose employment or non-employment etc. the workmen raising the dispute are directly or substantially interested.

8. In Standard Vacuum Refining Company Vs. Their Workmen (3 SCLJ 2201) the Supreme Court further analysed the definition of industrial dispute given in Sec. 2 (k) and said that it requires three things viz :—

(i) there should be a dispute or difference ;

(ii) the dispute or difference should be between employer and workmen etc. ; and

(iii) the dispute or difference must be connected with the employment or non-employment etc. of any person."

The first part thus refers to the factum of real and substantial dispute, the second part refers to the parties to the dispute and the third to the subject matter of the dispute." If the first two ingredients are present then the Supreme Court said on page 2205 in the aforesaid case that :—

"We have therefore to see whether the respondents who have raised the dispute have a direct interest in the subject matter of the dispute or a substantial interest therein in the sense that the class to which the respondents belong is substantially affected thereby and whether there is community of interest between the respondents and those whose cause they have espoused."

Following these guiding principles laid down by the Supreme Court it is clear in the facts and circumstances proved in the present case that there is a real dispute, and, as the dispute has been sponsored by the Union of workmen, the dispute is between the management and the workmen. Thus the first two ingredients of Sec. 2(k) exist in the present set of circumstances. The third ingredient of community of interest of the workmen with the employment or non-employment of contract labourers is also obviously established.

9. In the present case the same union enrolls the contract labourers also, as its members besides enrolling the direct employees of the establishment. Under the circumstances as was observed in Sirpur Paper Mills Ltd. Vs. Industrial Tribunal Andhra Pradesh 1961, 1 LJ 33 (Andhra Pradesh High Court), 'it cannot be said that the workmen.....have no direct or substantial interest in the contract labourers'. In that case it was held that the union could validly sponsor the dispute, the question of absorption of contract labour was an industrial dispute and the Tribunal was held competent to decide the same. The objections to this effect are thus ruled out.

10. The next point raised by the management is that there is neither any law nor practice which compels the management to absorb the contract labour when the contract labour system is abolished in a particular branch. In the aforesaid case of Andhra Pradesh the High Court upheld the Tribunal's order to reserve the decision on the point of absorption of contract labour because of certain settlement. This means that but for the settlement Tribunal was competent to consider the question of absorption. Similar question of absorption of contract labour was raised before the Tribunal in Vegoils (P) Ltd. Vs. the Workmen 1971 (8) SCLJ 198 and was considered by the Supreme Court in para 12 but it never said that such a question could not be considered by the Tribunal because there was no provision obligating their absorption.

11. It is true that there is no provision in Contract Labour (Regulation and Abolition) Act 1970 or in any other law which may make it obligatory on the management to absorb the contract labour while abolishing the contract, yet industrial jurisprudence which guides the Tribunal in the matter of

adjudication can hardly be made to work under the circumscribed limits of legal compulsions only. The Act No. 37 of 1970 was brought on the Statute Book for abolishing a system of exploitation of labour with the help of an intermediary and for improving their service conditions, as will be apparent from the preamble and not for throwing them into the canines of unemployment. The Act left the question of absorption to the exigencies of particular situations prevailing in the industry at the time of abolition of contract system and this Tribunal has to look into those circumstances for deciding whether the contract labour should have been absorbed or not. It cannot be asked to stay its hands in this respect on account of the absence of any provision making it obligatory on the employer to absorb those labourers.

12. It is not pleaded that the industry had already surplus strength so that it could not absorb any further manpower, (in fact lot of persons were recruited after the abolition of contract labour system). Nor the management alleged that the work of mine car loading and unloading was a work of such a casual and grossly fluctuating nature for which regular strength was not desirable. All these workmen had worked continuously for years. In fact the principles enunciated in Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 do prohibit employment of contract labour for the process, operation or work which is not merely incidental nature or is of perennial character, is ordinarily done by regular workmen or is sufficient to employ considerable number of whole time workmen. The employer in the present case must have decided to abolish the contract system for one of the aforesaid reasons.

13. Sri S. D. Singh, Deputy Personnel Manager, M.W 2 at a very late stage in cross examination voluntarily stated for the first time that the contract system was abolished because the work of mine car loading ceased to exist. This was never before pleaded. On the other hand the written statement and rejoinders spoke of abolishing the contract system for mine car loaders. That pleading clearly meant that while the work continued to exist the system of getting it done through contract labourers was struck down. If there is no work there is no question of abolition. In that case the contract dies out not the system. Thus the evidence contrary to the pleadings can hardly be looked into and it is held that while the work of mine car loaders continued to exist the system of contract labour was abolished because it was a work of almost perennial nature which could be done by regular employees or which was sufficient to employ considerable number of workmen, as not only these 43 but many more had been doing that job for the last several years as contractor's labour.

14. Section 10 (2) (d) of Act of 1970 provides that contract labour system should be abolished where the work is sufficient to employ considerable number of whole time workmen and thereby indicates that so many of the contract labourers as are still required for the job should be absorbed as regular employees if they fulfill the basic qualifications if any laid down by the company for recruitment to that post. It therefore, follows that these workmen should have been absorbed by the management for doing that job and should have been given preference for employing them in other similar jobs if available and in case it was not possible to absorb all of them on that job only. The management has not pleaded lack of job availability or the like difficulty.

15. However, the management has come forward with a very strange plea based on total misconception. It has been alleged that it was not possible to absorb them firstly because there was no practice nor legal compulsion and secondly because the workmen did not get themselves sponsored through employment exchange. As for the first the above discussion makes matter crystal clear. Practice of absorption though not proved in the present case is only a corollary of the concept of natural justice in industrial matters and I think it is being regularly followed everywhere within permissible limits otherwise of boon of Abolition Act would become a curse of unemployment to the poor labourers.

16. So far as the question of Section 4 (1) of Employment Exchange (Compulsory Notification of Vacancies) Act, 1959, it only makes it obligatory to notify the vacancies. Once that is done the purpose of the Act is completely attained. It nowhere prohibits direct absorption of the contract labourers on such notified vacancies unless they are sponsored by the Employment Exchange. In that respect fresh recruitment

has also to be distinguished from mere absorption after screening. The provision for prosecution is for not notifying the vacancies, not for recruiting a candidate not sponsored by Employment Exchange. Wild allegations of corruption nepotism and regionalism, have been made against the officers in consistently harping on this technical plea. Though the allegations are not proved and I pray they are not true as well, yet taking unnecessary shelter behind a technical plea of this sort has its own angularities. They could have absorbed them after due screening and could have very well informed the Employment Exchange that the duty to recruit them arose out of the moral or quasi-legal obligation to absorb the labourers of the contractor after abolition of the contract labour system. After all it is admitted that several others have been recruited on the plea that they were sponsored by the Employment Exchange.

17. However, as started by Sri. S. D. Singh, M. W. 2 these workmen have since completed that formality and have been interviewed for selection for being appointed against the jobs as and when available. The present position as is known to all in Western Coalfields Ltd. is that manpower stands frozen. It is unfair that these deserving hands should continue to wait indefinitely.

18. Therefore, for the reasons stated above it is hereby ordered that whosoever of these 43 workmen is so selected after the aforesaid interviews for selection, and that selection list should be published within two months of the publication of this Award, shall be recruited as against the vacancies that existed on the date of abolition of contract labour system or as and when they came into existence afterwards, as preferential claimants and shall be given back dated seniority from that date or those dates as the case may be, for all purposes, displacing the others who have already been recruited having in view the principles of Section 25(g) of Industrial Disputes Act. Their present pay shall be fixed after adding the annual increments for all that period. However, on principles of no work no pay they shall not be entitled to back wages. If the selection list is not released within two months as said above it shall be presumed that all these 43 workmen have been duly selected and their wages or in case the list is so released as directed, the wages of duly selected workmen shall fall due from the date 2 months after the publication of this Award unless the appointment is made on any date prior to it.

19. The management shall pay Rs. 100 as costs to the Union. Award is given accordingly.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-1 LABOUR COURT, JABALPUR (M.P.)

Schedule showing the names of workmen listed in Government of India, Ministry of Labour Notification No. L-22012(32)/76-D. III (B)/D. IV (B) dated 31-8-1977 Case No. CGIT/LC (R) (18) of 1977

#### SARVASHRI

1. Santoo s/o Pancham.
2. Chotilal s/o Jujal.
3. Siyaram s/o Ujjawal Prasad.
4. Jagat s/o Mohan.
5. Ramlal s/o Ramsai.
6. Amolsai s/o Ghasiram.
7. Sonow s/o Radhi.
8. Syam Prasad s/o Babulal.
9. Sri Tina s/o Madani.
10. Damroo s/o Arjun.
11. Kaleshar s/o Agar Sai.
12. Bhachanu Ram s/o Rameshar.
13. Dhujaram s/o Bhukhan.
14. Sri Pawan sai s/o Sainaik.
15. Chedu Ram s/o Gharbin.
16. Sri Ranjit s/o Rameshar.
17. Bidhilal s/o Gulal.
18. Sri Ramdulari s/o Jairam.
19. Dharmoo s/o Butla.
20. Ramdas s/o Dhudhi.
21. Madhnath s/o Thumicee.

#### SARVASHRI

22. Nand Kumar s/o Etwal Singh.
23. Arjun s/o Gajadin.
24. Rambhajan s/o Bhadur.
25. Rajan s/o Bhimsar.
26. I adhan s/o Amar Sai.
27. Jhangloo s/o Gharbin.
28. Sututam s/o Madram.
29. Budhlal s/o Ram Kumar.
30. Bilas s/o Gondal.
31. Etwari s/o Sahas Ram.
32. Kabirdan s/o Ramdhan.
33. Gandlal s/o Chhotelal.
34. Ramgopal s/o Biswanath.
35. Dhukallo s/o Bedram.
36. Seo Prasad s/o Thakur.
37. Amar Sai s/o Tilak.
38. Mohan s/o Duphan.
39. Thunno s/o Duphan.
40. Jodendra s/o Dhunni.
41. Ramratan s/o Budhram.
42. Birsai s/o Sobbnath.
43. Mansai s/o Dashrath.

[No. L-22012 (32)/76-D-II (B)/D-IV (B)]

#### आदेश

नई दिल्ली, 26 अप्रैल, 1978

कां०आ 1389—श्री जे० एन० ग्राहलूवालिया, प्रबंधक, पंजाब नेशनल बैंक, शाखा कार्यालय, सागर से सम्बद्ध नियोजकों और उनके कर्मचारों, जिनका प्रतिनिधित्व श्री एम० एल० सख्बरवाल, महासचिव, पंजाब नेशनल बैंक कर्मचारी (म० प्र०) संस्था, 30-ब्रह्मी गली, इन्दौर करती है, के बीच एक औद्योगिक विवाद विद्यमान है,

और उक्त नियोजक और कर्मकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबंधों के अनुसरण में, एक लिखित करार द्वारा उक्त विवाद को करार में निश्चित व्यक्तियों के माध्यम से निरदिष्ट करने के लिए सहमत हो गए हैं और उक्त करार की एक प्रति केन्द्रीय सरकार को उपलब्ध कराई गई है;

अतः, अब, उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार उक्त करार को, प्रकाशित करती है।

#### करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन 16 नवम्बर, 1977 को हुआ)

#### पक्षकारों के नाम

नियोजकों का प्रतिनिधित्व करने वाले :

कर्मचारों का प्रतिनिधित्व करने वाले :

- |  |  |
|--|--|
| 1 श्री जे० एन० ग्राहलूवालिया, प्रबंधक, पंजाब नेशनल बैंक, शाखा कार्यालय, सागर | श्री एम० एल० सख्बरवाल, महासचिव, पंजाब नेशनल बैंक कर्मचारी संस्था (म० प्र०), इन्दौर |
|--|--|

पक्षकारों के बीच, निम्नलिखित औद्योगिक विवाद को श्री के. शन्मुघावेल प्रादेशिक श्रम आयुक्त (केन्द्रीय), 203 उत्तरी सिविल लाइन्स, जबलपुर के माध्यस्थ के लिए भेजने का, करार किया गया है।

(i) विनिश्चित विवादग्रस्त विषय क्या पंजाब नेशनल बैंक, सागर शाखा के श्री एस. एस. शर्मा, को बिल संग्राहक भत्ता 17-2-1977 से रोक देने में सेवा की शर्तों में परिवर्तन अन्तर्भूत है? यदि हाँ, तो कर्मकार किस अनुतोष का हकदार है?

(ii) विवाद के पक्षकारों का विवरण पंजाब नेशनल बैंक, सागर कार्यालय, जिसमें अन्तर्भूत स्थापन या सागर और पंजाब नेशनल बैंक उपक्रम का नाम और पता भी म. प्र. क्षेत्र बरभिया मार्ग, मन्तलिन है भूपाल

बनाम

पंजाब नेशनल बैंक कर्मचारी संस्था (म. प्र.) 30 बखशी गली, इन्दौर

(iii) कर्मकार का नाम, यदि वह स्वयं उस विवाद में अन्तर्भूत है या यदि कोई मध्य प्रयुक्त कर्म-कार/कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम

पंजाब नेशनल बैंक कर्मचारी संस्था (म. प्र.), 30 बखशी गली, इन्दौर

(iv) प्रभावित उपक्रम से नियोजित कर्मकारों की कुल संख्या 27

(v) विवाद से प्रभावित संभाव्यतः एक प्रभावित होने वाले कर्मकारों की प्रकृतित सख्या

हम यह भी करार करने हैं कि मध्यस्थ का विनिश्चय हम पर आबद्ध कर होगा।

मध्यस्थ अपना पंचाट तीन मास की अवधि के भीतर या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बचाया जाए, देगा। यदि ऊपर वर्णित अवधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थ के लिए निर्देश स्वतः रद्द हो जाएगा और हम नए माध्यस्थ के लिए बात-चीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर :

1. हस्ताक्षर (जे. एन. आहलुवालिया) हस्ताक्षर  
प्रबन्धक (एम. एल. सबरवाल)  
महामन्त्रि

साक्षी

1. हस्ताक्षर

2. हस्ताक्षर

जबलपुर, 16 नवम्बर, 1977 [सं. एल-12012/128/77-डी. II. ए]

## ORDER

New Delhi, the 26th April, 1978

S.O. 1389.—Whereas an industrial dispute exists between the employers in relation to Shri J.N. Ahluwalia, Manager, Punjab National Bank, Branch Office Saugor and its workmen represented by Shri M. L. Sabarwal, General Secretary, Association of Punjab National Bank Employees (M.P.) 30 Bakshi Gali, Indore.

And, whereas the said employers and workmen have, by a written agreement in pursuance of the provisions of sub-section(1) of section 10-A of the Industrial Disputes Act 1947 agreed to refer the said dispute to arbitration by the persons specified therein and a copy of the said agreement has been made available to the Central Government.

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act the Central Government hereby publishes the said Agreement.

## AGREEMENT

Arbitration agreement arrived at under section 10-A of the Industrial Dispute Act, 1947 on the 16th November 1977.

Name of the Parties :

Representing Employers :  
1. Sri J. N. Ahluwalia,  
Manager,  
Punjab National Bank,  
B.O. Saugor.

Representing workmen :  
Sri M. L. Sabarwal,  
General Secretary,  
Association of Punjab  
National Bank Employees (MP)  
Indore.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Sri K. Shanmughavel, Regional Labour Commissioner (Central), 203, North Civil Lines, Jabalpur.

(i) Specific matter in dispute Whether the stoppage of Bill Collector's allowance to Sri S.S. Sharma of Punjab National Bank, Saugor Branch from 17-2-77 involves change in service condition if so what relief the workman is entitled to?

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved. Punjab National Bank, BO Saugor and Punjab National Bank M.P. Region, Barasia Road, Bhopal.

Vs.  
Association of Punjab National Bank Employees (MP) 30 Bakshi Gali, Indore.

(iii) Name of the workmen in case he himself is involved in the dispute or the name of the Union, if any, representing the workman or workmen in question. The Association of Punjab National Bank Employees (MP), 30 Bakshi Gali, Indore.

(iv) Total No. of workmen employed in the under-taking affected. 27

(v) Estimated no. of workmen affected or likely to be affected by the dispute. One

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not

made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties :

I. Sd/-

(J. N. Ahluwalia)  
Manager

Sd/-

(M. L. Sabarwal)  
General Secretary

Witnesses :

(1) Sd/-

(2) Sd/-

Jabalpur, dated the 16th Nov., 1977

[F. No. L-12012/128/77-D. II. A]

### अवकाश

नई दिल्ली, 28 अप्रैल, 1978

का.जा. 1390.—इससे उपाबद्ध अनुसूची में त्रिनिदिष्ट औद्योगिक विवाद श्री टी. एन. सिंगारवेलु, पीठासीन अधिकारी, मद्रास मुख्यालय के समक्ष लम्बित है;

श्रीर श्री टी. एन. सिंगारवेलु की सेवाएं अब उपलब्ध नहीं रही;

अतः, अब, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 10) की धारा 33 ख की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री टी. एन. सिंगारवेलु पीठासीन अधिकारी, मद्रास से उक्त विवाद से सम्बन्धित कार्यवाहियां वापस लेती है और उन्हें उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण को, जिसके पीठासीन अधिकारी श्री के. सेलवारत्नम होंगे, जिनका मुख्यालय मद्रास होगा, इस निदेश के साथ अन्तर्गत करती है कि उक्त औद्योगिक अधिकरण, मद्रास, और प्रागे इसी प्रक्रम से कार्यवाही करेगा जिस पर वह उसे अन्तर्गत की गई है और विधि के अनुसार उसका निपटान करेगा।

### अनुसूची

“क्या मैन्स बर्न स्टैंडर्ड कम्पनी लिमिटेड, सेलम के प्रबन्धनार्थ की श्री सी. अरुमुघम अपरासी को 16-9-76 से पदच्युत करने की कार्यवाही न्यायोचित है? यदि नहीं तो कर्मकार किस अनुतोष का हकदार है?”

[सं. एल. 29012/19/77-डी. III. बी.]

### ORDER

New Delhi, the 28th April, 1978

**S.O. 1390.**—Whereas the industrial dispute specified in the Schedule hereto annexed is pending before Shri T.N. Singaravelu, Presiding Officer with Headquarters at Madras :

And whereas the services of Shri T. N. Singaravelu are no longer available ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said dispute from Shri T. N. Singaravelu, Presiding Officer, Madras and transfers the same to Shri K. Selvaratnam, Presiding Officer, Industrial Tribunal with headquarters at Madras, constituted under section 7A of the said Act and directs that the said Industrial Tribunal, Madras, shall proceed with the same proceedings from the stage at which they are transferred to it and dispose of the same according to law.

### SCHEDULE

“Whether the action of the Management of Messrs Burn Standard Company Limited, Salem in dismissing Shri C. Arumugham, Peon with effect from 16-9-76 is justified? If not, to what relief the workman is entitled?”

[No. L-29012/19/77-D.II.B.]

**S.O. 1391.**—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Jabalpur (M.P.), in the industrial dispute between the employers in relation to the Management of Messrs National Enterprises, Contractors at Jajang Iron Mines of Messrs Rungta Mines (P) Ltd., P.O. Barbil, District Keonjhar (Orissa) and their workman, which was received by the Central Government on 22-4-1978.

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR (M.P.)

PRESENT :

SHRI S. N. JOHRI, BSc., LL.M., PRESIDING OFFICER

PARTIES :

Case No. CGIT/IC(R)(5)/1978

Employer in relation to the Management of Messrs. National Enterprises, Contractor at Jajang Iron Mines of Messrs Rungta Mines (P) Ltd., P.O. Barbil District Keonjhar (Orissa) and their workmen represented through the General Secretary, Keonjhar Mines & Forest Workers Union, P.O. Barbil District Keonjhar (Orissa).

### APPEARANCES :

For Employer—Nil

For Workmen—Nil

INDUSTRY : Iron Mine District : Keonjhar (Orissa)

### AWARD

Jabalpur, the 11th April, 1978

This is a reference made by the Government of India in the Ministry of Labour vide its order No. L-26012/11/77-D.III.B dated the 25th January, 1978 for the adjudication of the following industrial disputes :

“Whether the discharge of S/Shri Debra Munda, Nila Lohar, Bhagaban Bhumiz, Lega Sundi, Dasra Munda, Smiti Gurubari, Piru Oram, Sriram Munda, Balaram Naik, Banerjee Sirka, Gopal Naik, Laxmidhar Tiriya, Miners of M/s. National Enterprises, Contractor at Jajang Iron Mines of M/s. Rungta Mines (P) Ltd., is justified? If not, to what relief they are entitled?”

2. The union remained absent and not represented inspite of proper service. The management has submitted an agreement dated 10-12-77 between the parties according to which these concerned workmen have been reinstated in service with continuity of previous service and the intervening period from the date of discharge to the date of joining back has been agreed to be treated as leave without pay. They consequently joined their duties on 17-12-1977. All this took place before the reference was made. Perhaps the Government was not informed.

3. The reference does not lie when the parties have come to a settlement.

4. The reference is, therefore, dismissed as infructuous. Award is given accordingly.

[No. L-26012/11/77-D.III.B]

S. N. JOHRI, Presiding Officer

**S.O. 1392.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Jabalpur (M.P.) in the industrial dispute between the employers in relation to the Management of Oil and Natural Gas Commission, Jaisalmer Project, Jaisalmer and their workmen which was received by the Central Government on 25-4-78.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JAIPUR (M. P.)

Case No. CGITLC(R)(8) of 1975

## PARTIES :

Employers in relation to the Management of Oil and Natural Gas Commission, Jaisalmer Project, Jaisalmer and their Workmen represented through the Secretary, O.N.G.C. Employees Mazdoor Sabha, 32 Mahendra Kunj, Pal Road, Jodhpur.

## APPEARANCES :

For Management—Shri G. Agnihotri, Administrative Officer.

For Workmen—Sri Ravindranathan, Chairman of the Union.

INDUSTRY : Oil & Natural Gas District : Jaisalmer (Raj.)

Jaipur, the 18th April, 1978

## AWARD

This is a reference made by the Government of India in the Ministry of Labour vide its order No. L-30011(2)/74-LR-IV dated the 10th February 1975 for the adjudication of the following industrial dispute :—

1. Whether the demand of Store Keeper in the Jaisalmer Project holding physical charge/or stock for supply of apron coat is justified? If not, to what other relief are they entitled in view of the supplies made in other divisions of the Commission?

2. Whether the claim of Shri O. P. Sharma, Store Keeper, Grade I for washing allowance is justified on his transfer to Jaisalmer Project? If not, to what other relief is he entitled?

2. After the pleadings were filed by the parties when a preliminary order on the question of validity of reference and representative character of the Union was passed on 2nd August 1977 against the Management, good sense prevailed between the parties and they sought several adjournments to negotiate for a settlement. Ultimately, they have succeeded in discussions and arrived at a mutual settlement. They have filed a compromise settlement duly signed and verified by the representatives of the Union and the Management. I have perused the terms of the settlement which are fair and reasonable. I make my award in terms of the settlement which shall form part of the award.

S. N. JOHRI, Presiding Officer

## DRAFT SETTLEMENT

## PART OF AWARD

## Parties Present

Representing Management

Shri I. P. Kaushik,  
Dy. General Manager (CR)

Representing Workmen

Shri K. P. Ravindranathan,  
Chairman, ONGC Employees  
Mazdoor Sabha, JODHPUR  
JAISALMER

## SHORT RECITAL OF THE CASE

The Central Govt. in the Ministry of Labour referred the following industrial dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Jaipur which came to be numbered as CGITLC(R)(8)/75

"Whether the demand of Store Keepers in the Jaisalmer Project holding physical charge/or stock for supply

of apron coat is justified? If not, to what other relief are they entitled in view of the supplies made in other divisions of the Commission?

Whether the claim of Shri O. P. Sharma, Store Keeper, Code 1, for washing allowance is justified on his transfer to Jaisalmer Project? If not, to what other relief is he entitled?"

Recently at the suggestion of the said Industrial Tribunal, renewed efforts were made by the parties to settle the dispute. As a result of the negotiations, the parties have reached the following settlement in a spirit of goodwill and mutual co-operation.

## TERMS OF SETTLEMENT:

1. The ONGC Employees Mazdoor Sabha (hereinafter called as the "union") has noted with appreciation that the management of ONGC has already constituted a committee for reviewing the existing norms for the issue of kits and liveries for various categories of its employees and for making suitable recommendations for its revision, wherever called for.

2. It is accordingly agreed by the union that the case of the workmen involved in the present dispute will be specifically submitted to this committee by the management alongwith the view points of the union for its consideration/recommendations. Such a submission shall be made within fifteen days of the receipt of the detailed comments from the union in this regard.

3. It is further agreed by both the Management and the union that the decision of the Commission on the recommendations of the committee which may be made on the issue referred to in para 2 above shall be brought into effect from the year 1978.

4. The management of ONGC, as a gesture of good-will and without prejudice to its stand on the dispute under reference agrees to pay to the union a sum of Rs. 1,400 (Rupees one thousand & four hundred only) towards fully and final settlement (including cost or compensation) of this dispute. This payment will be in addition to Rs. 1,000 (Rupees one thousand only), which has already been awarded and paid by the Commission on 14-2-78 as cost to the union by the Hon'ble Industrial Tribunal on 2nd August, 1977. This payment shall be paid within 15 days of the acceptance of this settlement by the Tribunal.

5. In view of the above terms, the Industrial dispute pending before the Central Government Industrial Tribunal-Cum-Labour Court is hereby finally resolved.

It is further agreed by both the parties that they will jointly submit a copy of this memorandum of settlement to the Central Government Industrial Tribunal-cum-Labour Court, Jaipur with the prayer that the pending dispute under reference may be disposed of as finally settled in terms of the above mentioned terms.

Representing Workers

Representing Management

(I. P. KAUSHIK)

Representing workers

(K. P. RAVINDRANATHAN)

Witnesses :

1. Sd. Illegible

2. Sd. Illegible

Dated: 4-3-78

S. N. JOHRI, Presi

[No. L-30011(2)/74-LR-IV/10 11 12]

## आदेश

नई दिल्ली, 6 मई, 1978

क्रा०भा० 1393—हिन्दुस्तान जिक लिमिटेड, 6 न्यू फतहपुरा, उदयपुर नियोजक और उनके कर्मचारों जिनका प्रतिनिधित्व माटोन माइन्स मजदूर संघ, पोस्ट माटोन, उदयपुर करती है के बीच एक औद्योगिक विवाद विद्यमान है ;

और उक्त नियोजक और कर्मचारों ने औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 (क) की उपधारा (1) के उपबंधों के अनुसरण में लिखित करार द्वारा उक्त विवाद को इसमें निर्दिष्ट व्यक्तियों द्वारा माध्यस्थता के लिए निवेष्टित करने का करार कर लिया है और उक्त करार की एक प्रति केन्द्रीय सरकार को उपलब्ध करा दी है ;

अतः अब उक्त अधिनियम की धारा 10 (क) उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

## करार

(औद्योगिक विवाद अधिनियम 1947 की धारा 10 (क) के अंतर्गत करार)

## के मध्य

पक्षकारों के नाम

नियोजक का प्रतिनिधित्व करने वाले

- (1) श्री एम० दत्ता  
डायरेक्टर (माइनिंग प्रापरसेंज)  
हिन्दुस्तान जिक लिमिटेड,  
6, न्यू फतहपुरा, उदयपुर
- (2) श्री वी०पी० जयकुमार  
डिप्टी जनरल मैनेजर (परसोनल)  
हिन्दुस्तान जिक लिमिटेड,  
6, न्यू फतहपुरा, उदयपुर

कर्मकार का प्रतिनिधित्व करने वाले

- (1) श्री बी० चौधरी, जनरल  
सेक्रेटरी, माटोन माइन्स मजदूर  
संघ, पोस्ट माटोन, उदयपुर
- (2) श्री डाल चन्व, सीनियर  
वाइस प्रेसिडेंट, माटोन माइन्स  
मजदूर संघ, पोस्ट माटोन,  
उदयपुर

हिन्दुस्तान जिक लिमिटेड, उदयपुर (आगे प्रबन्धक के नाम से उल्लेखित किया गया) तथा माटोन माइन्स मजदूर संघ (आगे संघ के नाम से उल्लेखित किया गया) के मध्य यह करार किया गया है कि निम्नलिखित विवादों को श्री बी० एल० वडेरा, चेयरमैन-मैनेजिंग डायरेक्टर, भारत कोकिंग कोल लिमिटेड, भगम डीह बिस्किंग, पोस्ट झरिया, जिला धनबाद, बिहार तथा श्री कांति मेहता, प्रेसिडेंट, इंडियन नेशनल माइन्स वर्कर्स फेडरेशन, 9, उल्लिन रोड, कलकत्ता-20 के माध्यस्थता के लिए निवेष्टित किये जाएंगे।

## 1. निर्दिष्ट विवादग्रस्त विषयः—

(क) क्या संघ की यह मांग कि जिन श्रमिकों को कम्पनी द्वारा आवास नहीं दिया गया है तथा जो म्युनिसिपल क्षेत्र के बाहर रहते हैं, उनको उनके मूल वेतन के  $7\frac{1}{2}$  प्रतिशत के बराबर अथवा न्यूनतम 30, रुपये प्रति माह की दर से हाउस रेंट अलाउन्स दिया जाय, न्यायोचित है ? यदि नहीं तो सम्बन्धित श्रमिक किस राहत के हकदार है ? तथा किस तिथि से ?

(ख) क्या संघ की यह मांग कि उदयपुर शहर जैसी म्युनिसिपैलिटी की सीमा के भीतर रहने वाले श्रमिकों को उनके मूल वेतन का 15 प्रतिशत हाउस रेंट अलाउन्स दिया जाय तथा दिल्ली, कलकत्ता आदि शहरों में रहने वाले श्रमिकों को मिलने वाले मिटी कम्पेन्सेटरी अलाउन्स के प्रतिरिक्त मूल वेतन का 30 प्रतिशत हाउस रेंट अलाउन्स दिया जाय, न्यायोचित तथा उपयुक्त है ? यदि नहीं तो सम्बन्धित श्रमिक किस अन्य राहत के हकदार है ? तथा किस तिथि से ?

(ग) क्या संघ की यह मांग कि जो श्रमिक अपनी सेवा निवृत्ति के पूर्व स्वर्गगत को प्राप्त हो जाते हैं उनके परिवारों को विशेष ग्रेजुटी मृत्यु लाभ) दी जाय, न्यायोचित और उपयुक्त है ? यदि हां, तो इसकी क्या योजना होनी चाहिए और यदि नहीं तो सम्बन्धित श्रमिकों के परिवार कौन सी अन्य राहत के हकदार होंगे ?

2. हिन्दुस्तान जिक लिमिटेड की उपरोक्त इकाइयों लगभग 250 में काम करने वाले श्रमिकों की कुल संख्या

3. प्रभाषील अथवा प्रभावगत हुए श्रमिकों की समस्त सम्बन्धित सम्भावित संख्या श्रमिक

यह भी करार किया गया है कि माध्यस्थों के सर्वसम्मत निर्णय अंतिम एवम् पक्षकारों पर बाध्यकर होंगे तथा दो माध्यस्थों के बीच किसी प्रकार का मतभेद होने पर, माध्यस्थों द्वारा सम्मिलित रूप से नियुक्त किये गये अधिनिर्णायक द्वारा उस मतभेद का हल निकाला जाएगा। दोनों माध्यस्थों के बीच मतभेद की स्थिति में अधिनिर्णायक का निर्णय अंतिम एवम् पक्षकारों पर बाध्यकर होगा।

माध्यस्थ अपना पचाट तीन महीने की अवधि अथवा ऐसी अवधि जोकि आवश्यक होने पर पक्षकारों की सहमति से उनके द्वारा आगे बढ़ायी गयी है, के भीतर प्रस्तुत करेंगे।

यह भी करार किया गया है कि किसी भी मांग के सन्दर्भ में जो लाभ पंचाट द्वारा प्राप्त होगा, वह 31 दिसम्बर, 1980 तक प्रभावशील रहेगा तथा सम्बन्धित मांग/मांगें इस तिथि तक अर्थात् 31 दिसम्बर, 1980 तक नहीं उठायी जाएंगी।

पक्षकारों के हस्ताक्षर  
नियोजक का प्रतिनिधित्व करने वाले :  
(एम० दत्ता)  
डायरेक्टर (माइनिंग प्रापरसेंज)  
(वी०पी० जयकुमार)  
डिप्टी जनरल मैनेजर (परसोनल)  
कर्मकारों का प्रतिनिधित्व करने वाले

(बी० चौधरी)  
जनरल सेक्रेटरी  
(डालचन्व)  
सीनियर वाइस प्रेसिडेंट

साक्षी

1. श्री आर० एल० स्वामी,  
सेक्रेटरी  
माटोन माइन्स मजदूर संघ
2. श्री मोतीलाल,  
मैनेजर (आइ आर एंड डब्ल्यू)  
हिन्दुस्तान जिक लिमिटेड, हैड आफिस

प्रतिलिपि प्रेषित :

1. सेक्रेटरी, श्रम मंत्रालय, भारत सरकार, नयी दिल्ली
2. अमायुक्त (केन्द्रीय), भारत सरकार, नयी दिल्ली
1. गणपति, अमायुक्त (केन्द्रीय), भारत सरकार, कोटा

[सं० एल-29013/3/78-डी० III बी०]

## ORDER

New Delhi, the 6th May, 1978

**S.O. 1393.**—Whereas an industrial dispute exists between the employers in relation to the Management of Hindustan Zinc Limited, 6-New Fatehpura, Udaipur and its workmen represented by Maton Mines Mazdoor Sangh, P.O. Maton, Udaipur.

And, whereas, the said employers and workmen have, by a written agreement in pursuance of the provisions of the sub-section (1) of section 10-A of the Industrial Disputes Act, 1947, agreed to refer the said dispute to arbitration by the persons specified therein and a copy of the said agreement has been made available to the Central Government.

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act, the Central Government hereby publishes the said Agreement.

## AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)  
BETWEEN

- Representing employer : (1) Shri M. Datta,  
Director (Mining Operations)  
Hindustan Zinc Ltd.,  
6-New Fatehpura, Udaipur.
- (2) Shri V. P. Jayakumar,  
Dy. General Manager (Pers.),  
Hindustan Zinc Ltd.,  
6-New Fatehpura,  
Udaipur.
- Representing Workmen : (1) Shri B. Choudhury,  
General Secretary,  
Zawar Mines Mazdoor Sangh,  
P.O. Zawar, Udaipur.
- (2) Shri Dal Chand,  
Sr. Vice-President,  
Maton Mines Mazdoor Sangh,  
P.O. Maton, Udaipur.

It is hereby agreed between Hindustan Zinc Limited, Udaipur (hereinafter referred to as the "Management") and the Maton Mines Mazdoor Sangh (hereinafter referred to as the "Sangh") to refer the following disputes to the arbitration of Shri B. L. Wadehra, Chairman-Mg. Director, Bharat Coking Coal Ltd., Bhagat Dih Building, P.O. Jharia, Dist. Dhanbad, Bihar and Shri Kanti Mehta, President, Indian National Mines Workers Federation, Elgin Road, Calcutta-20.

## 1. Specific matters under dispute :

- (i) Whether the demand of the Sangh that the workers who have not been provided with quarters by the company and residing in non-municipal areas should be paid House Rent Allowance equivalent to 7 1/2% of basic pay subject to a minimum of Rs 30/- per month, is justified? If not, to what other relief workmen concerned are entitled to? And from what date?
- (ii) Whether the demand of the Sangh that the workers residing in municipal areas like Udaipur City should be paid 15% of basic pay as House Rent Allowance and the workers residing in cities like Delhi, Calcutta, etc. should be paid 30% of basic pay as House Rent Allowance over and above the City Compensatory Allowance, is justified and proper? If not, to what other relief the workmen concerned are entitled to? And from what date?

- (iii) Whether the demand of the Sangh that the families of workmen who die before retirement should be paid special gratuity (death benefit) is justified and proper? If so, what should be the scheme and if not, to what other relief the families of the workmen concerned are entitled to?

2. Total number of workmen employed in the aforesaid Units of Hindustan Zinc Ltd. .. Approx. 250
3. Estimated number of workmen affected or likely to be affected .. All concerned workmen

We further agree that the unanimous decision of the Arbitrators shall be final and binding on both the parties and in case, there is any difference of opinion between the two Arbitrators, the same shall be resolved by an Umpire who shall be appointed by the Arbitrators, jointly. In the event of any difference of opinion between the two Arbitrators the decision of the Umpire shall be final and binding on both the parties.

The Arbitrators shall make their Award within a period of three months or within such further time as is extended by them, if found necessary and by mutual agreement between the parties.

It is further agreed that the benefits, if any, awarded by the Arbitrators in respect of any of the demands, shall remain in force upto 31-12-1980 and the concerned demand/demands will not be raised/reopened till the said date, i.e., 31-12-1980.

Signature of the Parties :

- Representing employer :
- (1) Sd/- (M. Datta),  
Director (Mining Operations)  
Udaipur,  
2nd April, 1978
- (2) Sd/- (V. P. Jayakumar),  
Dy. General Manager (Pers.)
- Representing Workmen :
- (1) Sd/- (B. Choudhary)  
General Secretary
- (2) Sd/- (Dal Chand)  
Sr. Vice-President

Witnesses :

1. Sd/- (Shri R. L. Swamy)  
Secretary,  
MMMS.
2. Sd/- Shri Motilal  
Manager (IR&W),  
HZL, HO.
- cc. to : (1) The Secretary to the Govt. of India,  
Ministry of Labour & Employment,  
Shram Shakti Bhavan, Rafi Marg,  
New Delhi.
- (2) The Chief Labour Commissioner (Central),  
Govt. of India, New Delhi.
- (3) The Asstt. Regl. Labour Commissioner (Central),  
Govt. of India, Kota.

### आदेश

का० भा० 1384 -- हिन्दुस्तान जिक लिमिटेड, 6 न्यू फतहपुरा, उदयपुर नियोजक और उनके कर्मचारों जिनका प्रतिनिधित्व दरीबा खान मजदूर संघ, पोस्ट दरीबा उदयपुर करती है, के बीच एक औद्योगिक विवाद विद्यमान है;

और उक्त नियोजक और कर्मकारों ने औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 क की उपधारा (1) के उपबन्धों के अनुसरण में लिखित करार द्वारा उक्त विवाद को इसमें त्रिनिटिष्ट व्यक्तियों द्वारा माध्यस्थता के लिए निर्दिष्ट करने का करार कर लिया है और उक्त करार की एक प्रति केन्द्रीय सरकार को उपलब्ध करा दी है;

अतः, अब, उक्त अधिनियम की धारा 10 क उपधारा (3) ने अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

### करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10 क के अंतर्गत करार)

### के मध्य

पक्षकारों के नाम

नियोजक का प्रतिनिधित्व करने वाले : (1) श्री एम० वत्ता, डायरेक्टर (माइनिंग अपरेसेज) हिन्दुस्तान जिक लिमिटेड, 6 न्यू फतहपुरा, उदयपुर  
(2) श्री बी० पी० जयकुमार डिप्टी जनरल मैनेजर (परसोनल) हिन्दुस्तान जिक लिमिटेड, 6 न्यू फतहपुरा, उदयपुर

कर्मकारों का प्रतिनिधित्व करने वाले : (1) श्री बी० चौधरी, जनरल सेक्रेटरी, दरीबा खान मजदूर संघ, पोस्ट दरीबा, उदयपुर  
(2) श्री के० आर० चरण, वाइस-प्रेसिडेंट, दरीबा खान मजदूर संघ, पोस्ट दरीबा, उदयपुर

हिन्दुस्तान जिक लिमिटेड, उदयपुर (आगे प्रबन्धक के नाम से उल्लेखित किया गया) तथा दरीबा खान मजदूर संघ (आगे संघ के नाम से उल्लेखित किया गया) के मध्य यह करार किया गया है कि निम्नलिखित विवादों को श्री बी० एल० वडेरा, चेयरमैन-मैनेजिंग डायरेक्टर, भारत कोकिंग कोल लिमिटेड, भगत खोह बिल्डिंग, पोस्ट झरिया, जिला धनबाद, बिहार तथा श्री कान्ति मेहता, प्रेसिडेंट, इंडियन नेशनल माइन-वर्कर्स फेडरेशन, 9, उल्हान रोड, कलकत्ता-20 के माध्यम से के लिए निर्दिष्ट किये जाएंगे।

### 1. त्रिनिटिष्ट विवादग्रस्त विषय :

(क) क्या संघ की यह मांग कि जिन श्रमिकों को कम्पनी द्वारा आवास नहीं दिया गया है तथा जो म्युनिसिपल क्षेत्र के बाहर रहते हैं, उनको उनके मूल वेतन के 7 1/2 प्रतिशत के बराबर अथवा न्यूनतम 30 रुपये प्रति माह की दर से हाउस रेंट अलाउन्स दिया जाय, न्यायोचित है? यदि नहीं तो सम्बन्धित श्रमिक किम राहत के हकदार है? तथा किम तिथि से?

(ख) क्या संघ की यह मांग कि उदयपुर शहर जैसी म्युनिसिपैलिटी का सीमा के भीतर रहने वाले श्रमिकों का उनके मूल वेतन का 15 प्रतिशत हाउस रेंट अलाउन्स दिया जाय तथा दिल्ली, कलकत्ता आदि जहरों में रहने वाले श्रमिकों को मिलने वाले शिरी कम्पेन्सेटरी अलाउन्स के अनुरिक्त मूल वेतन का 30 प्रतिशत हाउस रेंट अलाउन्स दिया जाय, न्यायोचित तथा उपयुक्त है? यदि नहीं तो सम्बन्धित श्रमिक किम अन्य राहत के हकदार है? तथा किम तिथि से?

(ग) क्या संघ की यह मांग कि जो श्रमिक अपनी सेवा निवृत्ति के पूर्व स्वर्गगत हो जाते हैं उनके परिवारों को विशेष ग्रेज्युटी (मृत्यु लाभ) दी जाय, न्यायोचित और उपयुक्त है? यदि हां तो इसकी क्या योजना होनी चाहिए और यदि नहीं तो सम्बन्धित श्रमिकों के परिवार कोन सी अन्य राहत के हकदार होंगे?

2. हिन्दुस्तान जिक लिमिटेड की

उपरोक्त इकाइयों में काम करने

वाले श्रमिकों की कुल संख्या

लगभग 320

3. प्रभावशील अथवा प्रभावगत हुए

श्रमिकों की सम्भावित संख्या

समस्त सम्बन्धित श्रमिक

यह भी करार किया गया है कि माध्यस्थों के सर्वसम्मत निर्णय अंतिम एवं पक्षकारों पर बाध्यकर होंगे तथा दो माध्यस्थों के बीच किसी प्रकार का मतभेद होने पर, माध्यस्थों द्वारा सम्मिलित रूप से नियुक्त किये गये अधिनिर्णायक द्वारा उस मतभेद का हल निकाला जायेगा। दोनों माध्यस्थों के बीच मतभेद की स्थिति में अधिनिर्णायक का निर्णय अंतिम एवं पक्षकारों पर बाध्यकर होगा।

माध्यस्थ अपना पंचाट तीन महीने की अवधि अथवा ऐसी अवधि जो कि आवश्यक होने पर पक्षकारों की सहमति से उनके द्वारा आगे बढ़ायी गयी है, के भीतर प्रस्तुत करेंगे।

यह भी करार किया गया है कि किसी भी मांग के सन्दर्भ में जो लाभ पंचाट द्वारा प्राप्त होगा, वह 31 दिसम्बर, 1980 तक प्रभावशील रहेगा तथा सम्बन्धित मांग/मांगे इस तिथि तक अर्थात् 31 दिसम्बर, 1980 तक नहीं उठायी जाएगी।

पक्षकारों के हस्ताक्षर  
नियोजक का प्रतिनिधित्व करने वाले  
(एम० वत्ता)

डायरेक्टर (माइनिंग अपरेसेज)  
(बी० पी० जयकुमार)

डिप्टी जनरल मैनेजर (परसोनल)  
कर्मकारों का प्रतिनिधित्व करने वाले  
(बी० चौधरी)

जनरल सेक्रेटरी  
(के० आर० चरण)

वाइस प्रेसिडेंट

उदयपुर

अप्रैल 2, 1978

गाक्षी

1. श्री पद्मालास,  
आर्गेनाइजिंग सेक्रेटरी,  
दरीबा खान मजदूर संघ



2. श्री मोतीलाल,  
मैनेजर (आइ० आर० एंड डवलप०)  
हिन्दुस्तान जिंक लिमिटेड, हैड आफिस

प्रतिनिधि प्रेषित :

1. सेक्रेटरी, श्रम मंत्रालय, भारत सरकार, नयी दिल्ली
2. श्रमायुक्त (केन्द्रीय), भारत सरकार, नयी दिल्ली
3. महायुक्त श्रमायुक्त (केन्द्रीय), भारत सरकार, कोटा

[सं० एल-29013/3/78-डी III बी]

### ORDER

**S.O. 1394.**—Whereas an industrial dispute exists between the employers in relation to the Management of Hindustan Zinc Limited, 6-New Fatehpura, Udaipur and its workmen represented by Dariba Khan Mazdoor Sangh, P.O. Dariba, Udaipur;

And, whereas, the said employers and workmen have, by a written agreement in pursuance of the provisions of the sub-section (1) of section 10-A of the Industrial Disputes Act, 1947, agreed to refer the said dispute to arbitration by the persons specified therein and a copy of the said agreement has been made available to the Central Government.

Now, therefore, in pursuance of sub-section (3) of section 10-A of said Act, the Central Government hereby publishes the said Agreement.

### AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)  
BETWEEN

- Representing employer : (1) Shri M. Datta,  
Director (Mining Operations),  
Hindustan Zinc Ltd.,  
6-New Fatehpura, Udaipur.
- (2) Shri V. P. Jayakumar,  
Dy. General Manager (Pers.),  
Hindustan Zinc Ltd.,  
6-New Fatehpura,  
Udaipur.
- Representing workmen : (1) Shri B. Choudhury,  
General Secretary,  
Zawar Mines Mazdoor Sangh,  
P.O. Zawar, Udaipur.
- (2) Shri K. R. Charan,  
Vice-President,  
Dariba Khan Mazdoor Sangh,  
P.O. Dariba, Udaipur.

It is hereby agreed between Hindustan Zinc Limited, Udaipur (hereinafter referred to as the "Management") and the Dariba Khan Mazdoor Sangh (hereinafter referred to as the "Sangh") to refer the following disputes to the arbitration of Shri B. L. Wadehra, Chairman-Mg. Director, Bharat Coking Coal Ltd., Bhagat Dih Building, P.O. Jharia, Dist. Dhanbad, Bihar and Shri Kanti Mehta, President, Indian National Mines Workers Federation, Elgin Road, Calcutta-20.

#### 1. Specific matters under dispute :

- (i) Whether the demand of the Sangh that the workers who have not been provided with quarters by the

company and residing in non-municipal areas, should be paid House Rent Allowance equivalent to 7 1/2% of basic pay subject to a minimum of Rs. 30/- per month, is justified? If not to what other relief workmen concerned are entitled to? And from what date?

- (ii) Whether the demand of the Sangh that the workers residing in municipal areas like Udaipur City should be paid 15% of basic pay as House Rent Allowance and the workers residing in cities like Delhi, Calcutta etc. should be paid 30% of basic pay as House Rent Allowance over and above the City Compensatory Allowance, is justified and proper? If not, to what other relief the workmen concerned are entitled to? And from what date?

- (iii) Whether the demand of the Sangh that the families of workmen who die before retirement should be paid special Gratuity (death benefit) is justified and proper? If so, what should be the scheme and if not, to what other relief the families of the workmen concerned are entitled to?

2. Total number of workmen employed in the aforesaid Units of Hindustan Zinc Ltd. . . . . Approx. 320
3. Estimated number of workmen affected or likely to be affected . . . . . All concerned workmen

We further agree that the unanimous decision of the Arbitrators shall be final and binding on both the parties and in case, there is any difference of opinion between the two Arbitrators, the same shall be resolved by an Umpire who shall be appointed by the Arbitrators, jointly. In the event of any difference of opinion between the two Arbitrators the decision of the Umpire shall be final and binding on both the parties.

The Arbitrators shall make their Award within a period of three months or within such further time as is extended by them, if found necessary and by mutual agreement between the parties.

It is further agreed that the benefits, if any, awarded by the Arbitrators in respect of any of the demands, shall remain in force upto 31-12-1980 and the concerned demand/demands will not be raised/reopened till the said date, i.e., 31-12-1980.

Signature of the parties :

- Representing employer :
- (1) Sd/- (M. Datta)  
Director (Mining Operations)  
Udaipur,  
2nd April, 1978
- (2) Sd/- (V. P. Jayakumar)  
Dy. General Manager (Pers.)
- Representing workmen :
- (1) Sd/- (B. Choudhary)  
General Secretary
- (2) Sd/- (K. R. Charan)  
Vice-President

Witnesses :

1. Sd/- (Shri Pannalal)  
Organising Secretary,  
Dariba Khan Mazdoor Sangh.
2. Sd/- (Shri Motilal)  
Manager (IR&W),  
HZL, HO.

- cc: to : (1) The Secretary to the Govt. of India,  
Ministry of Labour & Employment,  
Shram Shakti Bhavan, Rafi Marg,  
New Delhi.
- (2) The Chief Labour Commissioner (Central),  
Govt. of India, New Delhi.
- (3) The Asstt. Regl. Labour Commissioner (Central),  
Govt. of India, Kota.

[No. L-29013/3/78-D. III. B]

### आवेश

नयी दिल्ली, 6 मई 1978

का०आ० 1395—हिन्दुस्तान जिक लिमिटेड, 6-न्यू फतहपुरा उदयपुर नियोजक और उनके कर्मचारों जिनका प्रतिनिधित्व जावर माइन्स मजदूर संघ, जावर माइन्स, उदयपुर करती है, के बीच एक औद्योगिक विवाद विद्यमान है।

और उक्त नियोजक और कर्मकारों ने औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 (क) की उपधारा (1) के उपबन्धों के अनुरूपण में लिखित करार द्वारा उक्त विवाद को इसमें विनिर्दिष्ट व्यक्तियों द्वारा माध्यस्थता के लिए निर्देशित करने का करार कर लिया है और उक्त करार की एक प्रति केन्द्रीय सरकार को उपलब्ध करा दी है।

अतः, अब, उक्त अधिनियम की धारा 10(क) उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

### करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10(क) के अन्तर्गत करार) के मध्य

#### पक्षकारों के नाम

नियोजक का प्रतिनिधित्व करने वाले (1) श्री एम० दत्ता,  
डायरेक्टर (माइनिंग अप-  
रेसिंग) हिन्दुस्तान जिक  
लिमिटेड, 6, फतहपुरा,  
उदयपुर

(2) श्री बी० पी० जयकुमार,  
डिप्टी जनरल मैनेजर (पर-  
सोनल) हिन्दुस्तान जिक  
लिमिटेड, 6, न्यू फतहपुरा,  
उदयपुर।

कर्मकारों का प्रतिनिधित्व करने वाले (1) श्री बी० चौधरी,  
जनरल सेक्रेटरी,  
जावर माइन्स मजदूर संघ,  
पोस्ट : जावर, उदयपुर

(2) श्री भेरूला,  
सीनियर वाइस प्रेसिडेंट,  
जावर माइन्स मजदूर संघ,  
पोस्ट : जावर, उदयपुर।

हिन्दुस्तान जिक लिमिटेड, उदयपुर (आगे प्रबन्धक के नाम से उल्लेखित किया गया) तथा जावर माइन्स मजदूर संघ (आगे संघ के नाम

से उल्लेखित किया गया) के मध्य यह करार किया गया है कि निम्नलिखित विवादों को श्री बी० एल० वडेरा, चेयरमैन-मैनेजिंग डायरेक्टर, भारत कोकिंग कोल लिमिटेड, भगत डीह बिस्मिडग, पोस्ट भारिया, जिला धनबाद, बिहार तथा श्री कान्ति मेहता, प्रेसिडेंट, इंडियन नेशनल माइन्स वर्कर्स फेडरेशन, 9 एलियन रोड, कलकत्ता-20 के माध्यस्थता के लिए निर्दिष्ट किये जाएंगे।

#### 1. विनिर्दिष्ट विवादग्रस्त विषय -

(क) क्या संघ की यह मांग कि जिन श्रमिकों को कम्पनी द्वारा आवास नहीं दिया गया है तथा जो म्युनिसिपल क्षेत्र के बाहर रहते हैं, उनको उनके मूल बेतन के 7-1/2 प्रतिशत के बराबर अथवा न्यूनतम 30 रुपये प्रतिमाह की दर से हाउस रेंट अलाउन्स दिया जाए, न्यायोचित है? यदि नहीं तो सम्बन्धित श्रमिक किस राहत के हकदार हैं? तथा किस तिथि से?

(ख) क्या संघ की यह मांग कि उदयपुर शहर जैसी म्युनिसिपैलिटी की सीमा के भीतर रहने वाले श्रमिकों को उनके मूल बेतन का 15 प्रतिशत हाउस रेंट अलाउन्स दिया जाए तथा दिल्ली, कलकत्ता आदि शहरों में रहने वाले श्रमिकों को मिलने वाले सिटी कम्प्लेन्टरी, अलाउन्स के अतिरिक्त मूल बेतन का 30 प्रतिशत हाउस रेंट अलाउन्स दिया जाए, न्यायोचित तथा उपयुक्त है? यदि नहीं तो सम्बन्धित श्रमिक किम अन्य राहत के हकदार हैं? तथा किम तिथि से?

(ग) क्या संघ की यह मांग कि जो श्रमिक अपनी सेवा निवृत्ति के पूर्व स्वर्णगति को प्राप्त हो जाते हैं उनके परिवारों को विशेष ग्रेज्युटी (मृत्यु लाभ) दी जाए, न्यायोचित और उपयुक्त है? यदि हाँ, तो इसकी क्या योजना होनी चाहिए और यदि नहीं तो सम्बन्धित श्रमिकों के परिवार कौनसी अन्य राहत के हकदार होंगे?

#### 2. हिन्दुस्तान जिक लिमिटेड की

उपरोक्त इकाइयों में काम करने वाले श्रमिकों की कुल संख्या लगभग 3,600

#### 3. प्रभावशील अथवा प्रभावगत हुए

श्रमिकों की संभावित संख्या सम्मन सम्बन्धित श्रमिक

यह भी करार किया गया है कि माध्यस्थों के सर्वसम्मत निर्णय अंतिम एवम पक्षकारों आबद्ध होने तथा दो माध्यस्थों के बीच किसी प्रकार का मतभेद होने पर, माध्यस्थों द्वारा सम्मिलित रूप से नियुक्त किये गये अधिनिर्णायक द्वारा उस मतभेद का हल निकाला जाएगा। दोनों माध्यस्थों के बीच मतभेद की स्थिति में अधिनिर्णायक का निर्णय अंतिम एवं पक्षकारों पर आबद्ध होगा।

माध्यस्थ अपना पंचाट तीन महीने की अवधि अथवा ऐसी अवधि जोकि आवश्यक होने पर पक्षकारों की सहमति से उनके द्वारा आगे बढ़ायी गयी है, के भीतर प्रस्तुत करेंगे।

यह भी करार किया गया है कि किसी भी मांग के सन्दर्भ में जो लाभ पंचाट द्वारा प्राप्त होगा, वह 31 दिसम्बर, 1980 तक प्रभावशील रहेगा तथा सम्बन्धित मांग। मांगें इस तिथि तक अर्थात् 31 दिसम्बर, 1980 तक नहीं उठायी जाएंगी।

पक्षकारों के हस्ताक्षर

(1) (एम० दत्ता)  
डायरेक्टर (माइनिंग ऑपरेशंस)(2) (बी० पी० जयकुमार)  
डिप्टी जनरल मैनेजर (परसोनल)

कर्मकारों का प्रतिनिधित्व करने वाले

(2) (बी० चौधरी)  
जनरल सेक्रेटरी(मेरू लाल)  
मीनियर वाइस प्रेसिडेंट(2) Shri Bherulal,  
Sr. Vice-President,  
Zawar Mines Mazdoor Sangh,  
P.O. Zawar, Udaipur.

It is hereby agreed between Hindustan Zinc Limited, Udaipur (hereinafter referred to as the "Management") and the Zawar Mines Mazdoor Sangh (hereinafter referred to as the "Sangh") to refer the following disputes to the arbitration of Shri B. L. Wadehra, Chairman-Mg. Director, Bharat Coking Coal Ltd., Bhagat Dih Building, P.O. Jharia, Dist. Dhanbad, Bihar and Shri Kanti Mehta, President, Indian National Mine Workers Federation, 9 Elgin Road, Calcutta-20.

## 1. Specific matters under dispute :

(i) Whether the demand of the Sangh that the workers who have not been provided with quarters by the company and residing in non-municipal areas should be paid House Rent Allowance equivalent to 7-1/2% of basic pay subject to a minimum of Rs. 30/- per month, is justified? If not, to what other relief workmen concerned are entitled to? And from what date?

(ii) Whether the demand of the Sangh that the workers residing in municipal areas like Udaipur City should be paid 15% of basic pay as House Rent Allowance and the workers residing in cities like Delhi, Calcutta etc. should be paid 30% of basic pay as House Rent Allowance over and above the City Compensatory Allowance, is justified and proper? If not, to what other relief the workmen concerned are entitled to? And from what date?

(iii) Whether the demand of the Sangh that the families of workmen who die before retirement should be paid special Gratuity (death benefit) is justified and proper? If so, what should be the scheme and if not, to what other relief the families of the workmen concerned are entitled to?

2. Total number of workmen employed in the aforesaid Units of Hindustan Zinc Ltd.	Approx. 3600
3. Estimated number of workmen affected or likely to be affected	All concerned workmen

We further agree that the unanimous decision of the Arbitrators shall be final and binding on both the parties and in case, there is any difference of opinion between the two Arbitrators, the same shall be resolved by an Umpire who shall be appointed by the Arbitrators, jointly. In the event of any difference of opinion between the two Arbitrators the decision of the Umpire shall be final and binding in both the parties.

The Arbitrators shall make their Award within a period of three months or within such further time as is extended by them, if found necessary and by mutual agreement between the parties.

It is further agreed that the benefits, if any, awarded by the Arbitrators in respect of any of the demands, shall remain in force upto 31-12-1980 and the concerned demand/demands will not be raised/reopened till the said date, i.e., 31-12-1980.

Signature of the parties :

Representing employer :

(1) Sd/- (M. Datta)  
Director (Mining Operations)

उदयपुर

अप्रैल 2, 1978

साक्षी

1. श्री हेमराज,  
सेक्रेटरी,  
जावर माइन्स मजदूर संघ
2. श्री मोतीलाल,  
मैनेजर (आई आर एंड डब्ल्यू)  
हिन्दुस्तान जिंक लिमिटेड, हैड ऑफिस

प्रतिलिपि प्रेषित: 1. सेक्रेटरी, श्रम मंत्रालय भारत सरकार, नयी दिल्ली  
2. श्रमायुक्त (केन्द्रीय), भारत सरकार, नयी दिल्ली  
3. सहायक श्रमायुक्त (केन्द्रीय), भारत सरकार, कोटा  
[सं० एल० -29013/3/78-डी० III बी०]  
जगदीश प्रसाद, अपर सचिव

## ORDER

New Delhi, the 6th May, 1978

**S.O. 1395.**—Whereas an industrial dispute exists between the employers in relation to the Management of Hindustan Zinc Limited, 6-New Fatehpura, Udaipur and its workmen represented by Zawar Mines Mazdoor Sangh, Zawar Mines, Udaipur.

And, whereas, the said employers and workmen have, by a written agreement in pursuance of the provisions of the sub-section (1) of section 10-A of the Industrial Disputes Act, 1947, agreed to refer the said dispute to arbitration by the persons specified therein and a copy of the said agreement has been made available to the Central Government.

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act, the Central Government hereby publishes the said Agreement.

## AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)  
BETWEEN

Representing employer : (1) Shri M. Datta,  
Director (Mining Operations),  
Hindustan Zinc Ltd.,  
6-New Fatehpura, Udaipur.  
(2) Shri V. P. Jayakumar,  
Dy. General Manager (Pers.),  
Hindustan Zinc Ltd.,  
6-New Fatehpura,  
Udaipur.

Representing workmen : (1) Shri B. Choudhury,  
General Secretary,  
Zawar Mines Mazdoor Sangh,  
P.O. Zawar, Udaipur.

Udaipur,  
2nd April, 1978

- (2) Sd/- (V. P. Jayakumar)  
Dy. General Manager (Pers.)  
Representing workmen :  
(1) Sd/- (B. Choudhary)  
General Secretary  
(2) Sd/- (Bherulal)  
Sr. Vice-President

Witnesses :

1. Sd/- (Shri Hemraj)  
Secretary,  
ZMMS.
2. Sd/- Shri Motilal,  
Manager (IR&W),  
HZL, HO.

- cc. to : (1) The Secretary to the Govt. of India,  
Ministry of Labour & Employment,  
Shram Shakti Bhavan, Rafi Marg,  
New Delhi.  
(2) The Chief Labour Commissioner (Central),  
Govt. of India, New Delhi.  
(3) The Asstt. Regl. Labour Commissioner (Central),  
Govt. of India, Kota.

[No. L-29013/3/78-D. III. B]  
JAGDISH PRASAD, Under Secy.

**S.O. 1396.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Ahmedabad in the industrial dispute between the employers in relation to the management of the Bank of Baroda, Regional Office, Ahmedabad and their workmen, which was received by the Central Government on the 18-4-78.

BEFORE SHRI R. C. ISRANI, PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL AT AHMEDABAD

#### Reference (ITC) No. 6 of 1976

Adjudication

BETWEEN

The Bank of Baroda.  
Regional Office,  
Ahmedabad.

AND

The Workmen employed under it.

In the matter of termination of service of Shri J. C. Shah,  
temporary godown keeper, Petlad branch

APPEARANCES :

- Shri M. V. Chokshi, advocate, with Shri B. N. Shah,  
Personnel Officer, for the Bank.  
Shri P. S. Vasavada, Advocate, for the Workmen.

#### AWARD

This is a reference made by the Govt. of India, Ministry of Labour, under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (hereinafter to be referred to as 'the Act'), vide the Govt. of India, Ministry of Labour's Order No. L-12012/12/76-D. II(A), dated the 11th June, 1976, in respect of an industrial dispute which has arisen between the parties, viz., the Bank of Baroda, Regional Office, Ahmedabad, and the Workmen employed under it. The reference was made at first to the Industrial Tribunal presided over by Shri M. U. Shah. Thereafter, vide the Govt. of India, Ministry of Labour's Order No. S-11025 (7)/77-D-IV(B), dated 27-8-1977, the reference has been transferred to this Tribunal.

The questions which have been referred for adjudication to this Tribunal, as they appear from the schedule attached

to the original order, under which this reference has been made, are to the following effect :—

"Whether the management of the Bank of Baroda, Regional Office, Ahmedabad is justified in terminating the services of Shri J. C. Shah, temporary godown keeper, Petlad Branch of the said Bank with effect from the 22nd September 1973 (A.N.) ? If not, to what relief is the said workman entitled ?"

In support of the demands contained in those questions, the union, by name, Gujarat Bank Workers' Union, Rajkot, representing the concerned workmen, Shri J. C. Shah, (hereinafter to be referred to as 'the workmen'), has filed its statement of claim (Ex. 3), dated 31-7-1976. It is the case of the union that the workman was employed by the first party (hereinafter to be referred to as 'the bank'), as a godown keeper (Vide its Order, dated 31st January, 1969) and he was posted in the Petlad branch of the bank. The workman had joined service with effect from 31-1-1969 on the basis of the said appointment order [Ex. 9(1)]. He was performing his duties quite efficiently and honestly. He had remained in a continuous and uninterrupted service till 22-9-1973, on which date he was orally informed that his services were no more required. Neither he was given any reason for terminating his services, nor any order was given to him in that connection. It is the contention of the union that this action of the bank was arbitrary and without any justification. According to the union, the services which the workman was rendering in the bank, required to be rendered even after his services were terminated and, therefore, also the action of the bank, was unjustified. The bank authorities were approached in the matter to reconsider their action and to reinstate the workman in his original position, but no heed was paid to that request. It is, therefore, that an industrial dispute was raised and ultimately this reference was made by the Govt. of India.

In continuation of this statement of claim (Ex. 3), the union also filed further statement of claim (Ex. 7) on 29-11-1976. Through this additional statement of claim, a plea was also taken that the termination of services of the workmen in this case clearly amounted to retrenchment as envisaged under the Act, and since the conditions required to be complied with before effecting such retrenchment, were not complied with in this case, the action of the management of the bank was illegal and, therefore, inoperative.

On behalf of the bank, the written statement (Ex. 4) was filed on 11-11-1976 and thereafter further written statement (Ex. 8) was also filed on 24-12-1976. Through these two written statements, the defence of the bank is that the workman was appointed only as a temporary godown keeper for a limited period. He was assigned to Keshav Mills in Petlad, and as the work for which he was assigned to the said mill company, was completed, his services were terminated in the usual course. It is explained by the bank that the mills company had written to the bank on 20-7-1973 that the services of that godown keeper were no more needed and, therefore, it was not necessary to continue the workman in service. It was under those circumstances that his services were terminated. A plea has also been taken by the bank, though hesitatingly, that the workman was never in the employment of the bank, but that he was in the employment of the said mills company. It is stated that the salary of the godown keeper, viz., the workman, to the extent of half, was debited to the account of the mills company. In view of this fact, the bank wanted to urge that the workman was not entirely their employee and, therefore, also the present industrial dispute covered by this reference, would not legally survive, as the said mills company is not a party to this dispute.

On behalf of the union representing the workman, evidence has been led and the deposition of the workman himself, Shri J. C. Shah, has been recorded at Ex. 11. On behalf of the bank, the evidence of one of their officers, Shri H. V. Vyas, has been recorded at Ex. 13. The parties have also produced certain documentary evidence which has been exhibited with their mutual consent. On behalf of the union, the reference has been argued by the learned advocate, Shri P. S. Vasavada, and the bank was represented by their learned advocate, Shri M. V. Chokshi. After hearing the learned advocate, Shri M. V. Chokshi. After hearing the documents produced in this reference, the only short point which would call for determination, would be, "whether the

action of the bank in terminating the services of the workman with effect from 22-9-1973, can be legally justified?"

It is an admitted fact that the workman was employed as a godownkeeper, not by the mills company, but by the bank, as would be clear from the letter of his appointment (Ex. 9/1), dated 31st January, 1969. The letter shows that it was issued from the head office of the Bank of Baroda Ltd., Mandvi, and it was signed by the then agent of the said bank. On scrutinizing that letter, it clearly appears that it refers to the appointment of the workman in the bank's service as a godown keeper. After reading this letter of appointment (Ex. 9/1), dated 31st January, 1969, there would remain absolutely no doubt that the workman was employed by the bank and, therefore, the contention very hesitatingly taken on behalf of the bank, that he was not in the employment of the bank, cannot be accepted. The workman was in the employment of the bank.

There is also no dispute that right from 31-1-1969, the date on which the workman took his charge as a godownkeeper under the employment of the bank, till 22-9-1973, on which date his services were terminated through an oral order by the authorities of the bank at its Petlad branch, his services were continuous and without any interruption or break. The workman, who is examined at Ex. 11, has also deposed that he had remained in continuous service from the date of his appointment till his services were terminated. According to him, his entire service under the bank was for about 4-1/2 years. To be exact, it comes to about 4 years and 8 months. From these admitted facts, it becomes clear that the workman had put in a continuous service of more than 1 year under the bank. His services were terminated with effect from 22-9-1973 without assigning any reason for the same. At this stage a reference will have to be invited to the provisions of Section 2(oo) of the Act, which defines 'retrenchment'. It would be necessary to reproduce the same, which is as under :—

"Retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman ; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf ; or
- (c) termination of the service of a workman on the ground of continued ill health."

In the instant case, the termination of the services of the workman by the bank, under the circumstances stated above, would undoubtedly amount to retrenchment, as defined in the Act. Even the learned advocate, appearing on behalf of the bank, could not dispute this legal position. If that is so, it will have to be seen, whether the bank had complied with the mandatory conditions which required to be complied with, before effecting the retrenchment in the case of the workman. Section 25F of the Act lays down the conditions precedent to retrenchment of workman, and it reads as under :—

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of the notice :

Provided that no such notice shall be necessary, if the retrenchment is under an agreement which specifies a date for the termination of services ;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year continuous service or any part thereof in excess of six months ; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

There is no dispute that none of the three conditions, as envisaged under sub-clauses (a), (b) and (c) of Section 25F of the Act, were complied with by the bank before effecting retrenchment in case of the workman. These are the mandatory provisions of the Act and their requirement is a 'must' before effecting retrenchment. If those conditions are not fulfilled or complied with before effecting retrenchment, then the order of retrenchment would be void ab initio, and the concerned workman would be deemed to be in the service of the employer. In this connection, a reference is invited to a decision of the Gujarat High Court, reported in 1964, (II), L.L.J., at p. 271, in the case between Ambalal Shival and Vin (D.M.) and others. The High Court of Inducature, Gujarat, was called upon to consider the same question, viz., the conditions precedent to retrenchment as contemplated under Section 25F of the Act. The relevant observations are on page 279, and they are to the following effect :

".....In our judgment, when an order of retrenchment does not comply with the conditions laid down in S. 25F, the order is not voidable but it is void. That being so, the order of retrenchment in null and void. It follows, that till compensation amount is paid by the employer, the relationship of master and servant between the employer and the employee continues and the only legal right which the employee has is to receive his wages on the basis that he continues to be in service."

In view of this decision of the High Court of Gujarat, it can be safely held in this case, the impugned order [Ex. 9(1), dated 31-1-1969] passed by the bank, terminating the services of the workman, is absolutely illegal and, therefore, ineffective

There is still one more aspect which would also show that the action of the bank, is neither legal, nor proper. Section 25G refers to the procedure for retrenchment. It is to the following effect :—

"Whether any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category unless for reasons to be recorded the employer retrenches any other workman."

In the instant case, the bank has not followed that procedure, because there is evidence on record that there were other employees of the bank who were admittedly junior to the workman, but in spite of that they were retained in service and the services of the workman were terminated. In this connection, a reference is invited to the evidence of the workman at Ex. 11. On page (2), he has deposed as under :—

"After my appointment in the Bank two to three other persons who were junior to me were still in service. When I was discharged from service, those persons who were junior to me were still in service and even today they are in employment."

This would clearly show that the principle of "last come, first go", as enunciated in Section 25G, was also violated by the bank and, on that ground also, the impugned order can be declared to be illegal and void. This being the legal position, the only order that can be legitimately passed, would be, to give a direction to the bank authorities to reinstate the workman in his original position, as it was on the day his services were terminated, viz., on 22-9-1973. Thereafter, he would be entitled to all the benefits which he would have normally received, if his services had not been so terminated.

The next question which would call for determination, would be about the payment of his back wages. It is always the normal course that when reinstatement is ordered of any workman, he would be entitled to his usual back wages. However, if during the period of his unemployment under the original employer, he has remained gainfully employed

for any period, the wages earned by him during such period, will have to be deducted from the total back wages. In the instant case, the workman during his examination-in-chief has stated as Ex. 11, that from 22-9-1977, the day on which his services were terminated, he had remained unemployed till the month of January, 1975. According to him, from January, 1975, he had been employed in a private job in the ginning factory at Petlad. He was admitted that he has been receiving a monthly wage of Rs. 125 from that employment. As such, while calculating the back wages payable to the workman from 22-9-1977 till he is actually reinstated by the bank in his original position, the above-mentioned amount earned by him from January, 1975, till the publication of this award in the Gazette of India Part II, Section 3(ii), shall have to be deducted.

- (i) It is hereby declared that the impugned oral order, dated 22-9-1973, terminating the services of the workman, Shri J. C. Shah, with effect from 22-9-1973, having been passed in contravention of the mandatory provisions of Section 25F and 25G of the Act, is void and, therefore, ineffective.
- (ii) It is, therefore, hereby directed that the said workman, Shri J. C. Shah, be reinstated by the bank in his original position and his services shall be treated as continuous without there being any break for the period from 22-9-1973 till he is actually reinstated. He would be entitled to all the benefits by way of increments, etc., which would have been available to him, if the said impugned oral order

had not been made, terminating his services from 22-9-1973.

- (iii) It is further directed that the said workman, Shri J. C. Shah, be paid his full back wages at the rate he was receiving the same, inclusive of all allowances, etc., on 21-9-1973, with effect from 22-9-1973, till he is actually reinstated in the service of the bank. From the total amount of such back wages, the amount of wages earned by the workman during his unemployment, at the rate of Rs. 125 per month from 1st January, 1975, till the publication of this award in the Gazette of India Part II—Section 3(ii) shall be deducted.
- (iv) The arrears of the above-mentioned back wages, shall be paid to the said workman by the bank, within a period of three months from the publication of this award in the Gazette of India, Part II—Section 3(ii).
- (v) The first party to bear its own costs and also to pay the costs of the second party, which are quantified at Rs. 200 (Rupees Two Hundred only).

Sd/-

R. C. ISRANI, Presiding Officer,  
[F. No. L-12012/12/76-D.I.A.]  
R. P. NARULA, Under Secy.

Ahmedabad 6th April, 1978.